

Southern Railway property N 9-21 W 385.8 feet to an iron pin on the southerly side of Field Street; thence turning and running with the southerly side of Field Street S 75-35 W 200 feet to an iron pin, joint corner of Parcel I and Parcel II; thence turning and running with the line of Parcel I S 1-59 W 197.8 feet to the point of beginning.

This mortgage and the note which it secures are executed by the undersigned officers of Greenville Medical Center, Inc. pursuant to the authority contained in a resolution duly adopted by the Board of Directors of said Company at a special meeting duly held with proper notice in Wheeling, West Virginia on the 16th day of October, 1967.

The lien of this mortgage is subordinate and junior to that certain mortgage given by Greenville Medical Center, Inc. to John Hancock Mutual Life Insurance Company, in the original amount of \$350,000.00, dated December 29, 1966, and recorded in the RMC Office for Greenville County, S. C. in Mortgage Book 1047, pages 226-236.

Greenville Medical Center, Inc. (hereinafter called Greenville) is a wholly owned subsidiary of M. J. McFadden Co., Inc. (hereinafter called McFadden) a West Virginia corporation with its principal place of business located at 206 McLain Building, Wheeling, West Virginia. Charleston Medical Center, Inc., (hereinafter called Charleston), a South Carolina corporation, is also a wholly owned subsidiary of McFadden.

Charleston has recently caused to be constructed by Allen & O'Hara, Inc., as general contractor, a medical office building in Charleston, S. C. The construction thereof has been financed by a loan from Wheeling Dollar Saving and Trust Company, Wheeling, West Virginia secured by a real estate mortgage over said building and the land upon which it is located in the face amount of \$500,000.00, which note and mortgage are this day being assigned to Mutual Life Insurance Company of New York (hereinafter called MONY). Certain conditions of the loan commitment issued by MONY have not been met and as of this date only \$400,000.00 has been advanced to the borrowers. The commitment provides, however, that if these conditions are met at any time within six months of closing date (which for this purpose is October 16, 1967), MONY will advance the additional \$100,000.00 to the borrower.

As of this date, Charleston owes Allen & O'Hara, Inc. a balance of \$ 60,000.00. In order to facilitate the loan closing with MONY, Allen & O'Hara, Inc. has agreed to accept the within mortgage and note which it secures as payment of the indebtedness owed by Charleston. In consideration therefor, McFadden, the parent corporation, has guaranteed the payment of this note and mortgage and has authorized Greenville by appropriate action of its Board of Directors to lend its credit for the benefit of the parent corporation and for Charleston.

It is agreed among the parties that the indebtedness evidenced hereby shall mature six months from date or upon the date that the final \$100,000.00 advance is made by MONY.

McFadden signs below as evidence of its guarantee of the indebtedness. Charleston signs below as evidence of its indebtedness to Greenville in the amount of this mortgage.

Signed, Sealed and Delivered in the Presence of:

M. J. McFADDEN CO., INC. (LS)

Roberta Hutchinson  
John B. Garden  
As to M. J. McFadden Co., Inc.

By George W. Fush  
President

And P. A. McFadden  
Secretary

Roberta Hutchinson  
John B. Garden  
As to Charleston Medical Center, Inc.

CHARLESTON MEDICAL CENTER, INC.  
By George W. Fush  
President

And P. A. McFadden  
Secretary

TOGETHER with all and singular the Rights, Members, Hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises unto the said mortgagee, - its heirs, successors and assigns forever. And the said mortgagor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises unto the said mortgagee, the mortgagee's heirs, successors and assigns, from and against itself, its successors and assigns, and every person whomsoever claiming or to claim the same or any part thereof.