

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

MORTGAGE AND SECURITY AGREEMENT

RECORDED
GREENVILLE CO. S. C.
MAY 30 4 30 PM '78
CONNIE S. TANKERSLEY

THIS MORTGAGE AND SECURITY AGREEMENT (hereinafter called Mortgage) made this 30 day of MAY, 1978, between EXECUTIVE CENTER ASSOCIATES, a South Carolina Limited Partnership, (hereinafter called "Mortgagor"), whose address is Executive Center Drive, Greenville, SC 29607, and Allen L. Lindley, Allan H. Glidden, Henry S. Romaine, David S. Cook, James E. Devitt, H. Donald Harvey, Jr., John K. Lundberg, Donald S. Myers, Rodger P. Nordblom, John B. Rogers and Douglas C. Welton, not individually or personally, but as Trustees of NONY MORTGAGE INVESTORS, a Massachusetts Trust (hereinafter called the "Mortgagee"), whose address is 1740 Broadway, New York, New York 10019.

WHEREAS, Mortgagor is indebted to the Mortgagee in the principal sum of One Million Fifty Thousand and No/100 (\$1,050,000.00) Dollars lawful money of the United States, to be paid with interest thereon, according to a note of even date herewith, the terms and provisions of which are hereby incorporated herein by reference providing for payment in installments, the last of which matures May 1, 2006 unless sooner paid in accordance with the terms and provisions of said note.

NOW, KNOW ALL MEN that the said Mortgagor, for and in consideration of the said debt and the sum of money aforesaid, and for the better securing the payment thereof with the interest thereon to the said Mortgagee according to the terms of said note and also for and in consideration of the sum of Three and No/100 (\$3.00) Dollars in hand paid by the said Mortgagee to the Mortgagor, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed and released unto the Mortgagee and to its successors, legal representatives and assigns, forever, property in the State of South Carolina, County of Greenville, described in Schedule A attached hereto and hereby made a part of this Mortgage.

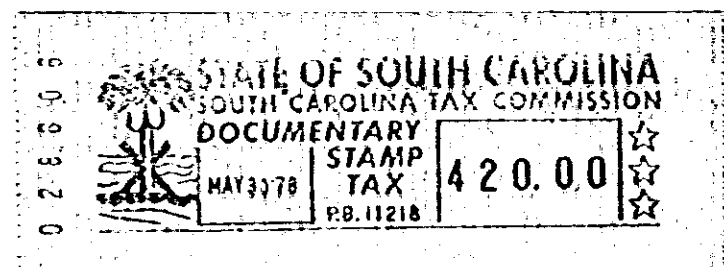
TOGETHER WITH all buildings, structures and other improvements now or hereafter located on the property described in said Schedule A, or any part and parcel thereof, the easements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and all estate and right, title and interest of Mortgagor in and to said premises, and in and to the minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter on said property or under or above the same or any part or parcel thereof.

TOGETHER WITH all right, title and interest of the Mortgagor, if any, in and to the land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the above-described real estate to the center line thereof.

TOGETHER WITH all machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to said property and including all trade, domestic and ornamental fixtures, and articles of personal property of every kind and nature whatsoever, property of Mortgagor (hereinafter collectively called "Equipment"), now or hereafter located in, upon or under said property or any part thereof and used or useable in connection with any present or future operation of said property, including but not limiting the generality of the foregoing, all heating, air conditioning, sprinklers, freezing, lighting, laundry, incinerating and dynamo and generating equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing and plumbing fixtures, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, boilers, ranges, furnaces, oil burners or units thereof, appliances, air-cooling and air conditioning apparatus, vacuum

94
GCTO
MAY 30 78
760

9.0001



1006

4328 RV-2