

5394-10/24/80

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S.C. S.C.
OCT 24 PM '80
GREENBERGER KAUFMANN
CHICAGO

(Rodeway, S.C.)

AFTER RECORDING, PLEASE RETURN TO:
Greenberger and Kaufmann
Sears Tower - Suite 8737
Chicago, Illinois 60606
Attention: Stuart N. Greenberger

AFFIDAVIT
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MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (hereinafter called the "Mortgage") made this 30th day of October, 1980, between THE WESTPORT COMPANY (formerly HNC Mortgage and Realty Investors), a Massachusetts unincorporated business trust, having its principal office and place of business at 830 Post Road East, Westport, Connecticut 06880 (hereinafter called the "Borrower"), and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, having its principal office and place of business at 231 South LaSalle Street, Chicago, Illinois 60693 (hereinafter called the "Lender");

W I T N E S S E T H:

WHEREAS, the Lender is making a loan to the Borrower on the terms specified in the loan agreement hereinafter referred to in Paragraph 2.05 hereof (which loan agreement, as same may from time to time be amended, is hereinafter called the "Loan Agreement"); and

WHEREAS, the Borrower has executed and delivered to the Lender a note (which note, together with all notes issued in substitution or exchange therefor, and as any of the foregoing may from time to time be amended, is hereinafter called the "Note") of even date herewith payable to the Lender in the principal amount of TWENTY-TWO MILLION DOLLARS (\$22,000,000.00), or such lesser amount as may be disbursed thereon, a portion of which amount may be borrowed, repaid and reborrowed, as provided in the Loan Agreement; and

WHEREAS, the Note is due on October 30, 1981 or if all of the conditions set forth in the Note for a one (1) year extension of such date are satisfied, the first anniversary of such date, on the terms and as provided in the Note; and

WHEREAS, the Lender is desirous of securing the prompt payment of the Note, together with interest and premium, if any, thereon in accordance with the terms of the Note, and any additional indebtedness accruing to the Lender on account of

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
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