

GREENVILLE CO. S. C.

Mortgagee's Address: Suite 960, 433 North Camden Drive, Beverly Hills, California
JAN 30 12 26 PM '81
SONNIE S. TANKERSLEY
R.M.C.

200. 1531 FAX: 215

STATE OF SOUTH CAROLINA)

MORTGAGE OF REAL ESTATE AND SECURITY AGREEMENT

COUNTY OF GREENVILLE)

Whereas, COORDINATED FINANCIAL SERVICES, a corporation chartered under the laws of the State of Utah (hereinafter referred to as Mortgagor) is well and truly indebted unto JOHN KUSMIERSKY as Trustee under a Trust Agreement dated October 17, 1974, and known as the KUSMIERSKY CHILDREN TRUST I (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's All-Inclusive Promissory Note of even date herewith, the terms of which are incorporated herein by reference in the sum of Two Million Seven Hundred Thousand and No/100ths (\$2,700,000.00) Dollars due and payable with interest as provided in said note, the final maturity date of which is July 1, 1989; and

Whereas, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, the Mortgagee's heirs, successors and assigns:

All that piece, parcel or lot of land situate on the northwestern side of U. S. Highway 29, in Chick Springs Township, being shown as 10.51 acres on plat entitled "Survey for Kassuba Greenville Apartments" dated September 27, 1968, prepared by Piedmont Engineers and Architects, recorded in the RMC Office for Greenville County in Plat Book TTT at page 35 and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the northwestern side of U. S. Highway 29 (also known as Wade Hampton Boulevard) at the front corner of the Raines property, and running thence with said property, N. 27-53 W. 399.90 feet to an iron pin; thence N. 6-17 W. 427.95 feet to an iron pin at the corner of property of Wade Hampton Gardens Subdivision; thence with said property, N. 45-00 E. 40.01 feet to an iron pin; thence N. 43-13 E. 364.68 feet to an iron pin at corner of property now or formerly of Broomfield; thence with Broomfield property S. 46-21 E. 702.02 feet to an iron pin on the right of way of the U. S. Highway 29; thence with said Highway right of way, S. 43-14 W. 808.60 feet to the point of beginning, being the same property conveyed to the Mortgagor herein by deed of the Mortgagee herein dated January 29, 1981, and recorded herewith in the RMC Office for Greenville County, South Carolina.

Together with the appurtenances and all the estate and rights of the said Mortgagor in and to said premises, and also together with all and singular the rights, members, hereditaments, and appurtenances to the said premises belonging or in any wise incident or appertaining.

Together with all rents, issues and profits thereof, all buildings and improvements now or hereafter erected or placed thereon, and also all apparatus, equipment and fixtures now or hereafter erected or placed in or upon said real estate or now or hereafter attached to or used in connection with said real estate, whether or not the same have or would become part of said real estate by attachment thereto, including without in any wise limiting the generality of the foregoing, all boilers, furnaces, heaters, stoves, ranges, ovens, disposals, dishwashers, oil burners, mantels, gas and electric light

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