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GREENVILLE CO. S. C.

Greenville

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DONNIE S. BANKERSLEY  
R.M.C.

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DEED OF TRUST/MORTGAGE, dated as of January 29, 1981, from PINE LAKE ASSOCIATES, an Ohio limited partnership (the "Partnership"), having an office and place of business at No. 3400 Executive Parkway, Toledo, Ohio and COLOR TILE SUPERMART, INC., a Colorado corporation ("Supermart"), having an office and place of business at P. O. Box 2475, Fort Worth, Texas to BANKERS LIFE COMPANY, an Iowa corporation (the "Company"), having its principal office and place of business at No. 711 High Street, Des Moines, Iowa.

PRELIMINARY STATEMENT

On the date hereof the Partnership has borrowed the sum of \$4,175,000.00 from the Company evidenced by a 12.45% Partnership Note of the Partnership, dated as of the date hereof, in the principal amount of \$4,175,000.00 and payable to the order of the Company ("Partnership Note"). The Partnership Note will mature on April 30, 2006, will bear interest on the unpaid principal amount thereof from the date of delivery thereof to maturity, whether by acceleration or otherwise, at the rate of 12.45% per annum, and (to the extent permitted by applicable law) on any overdue principal, premium and interest at the rate of 13.45% per annum or at such lesser rate of interest as may be the maximum permitted by applicable law (computed on the basis of a 360 day year of twelve 30 day months).

TO SECURE THE PAYMENT when and as due and payable of (a) the principal and interest on the Partnership Note, and (b) all other indebtedness and obligations of the Partnership under this Deed of Trust, and (c) to secure the due performance of and compliance with all of the terms of and other obligations under the Partnership Note and this Deed of Trust to be performed or complied with by the Partnership, the Partnership and Supermart do hereby assign, grant, bargain, convey, hypothecate, sell, mortgage, warrant, pledge, assign, transfer, create a security interest in and convey, WITH POWER OF SALE to the Company (subject to Section 1(b), (c) and (d) hereof) and its successors and assigns, forever, their respective interests in the following property (the "Property"):

(a) the premises described in Schedule A hereto

(i) TOGETHER WITH all buildings, structures and other facilities and improvements now standing or at any time hereafter constructed or placed upon the said premises or any part thereof, and all building materials, plants, plant equipment, fixtures, appliances, apparatus, machinery

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