

CONVEYANCE BY DEED REAL ESTATE MORTGAGE

THIS MORTGAGE, made this 25<sup>th</sup> day of October, 1983, by GREENVILLE OFFICE BUILDING PARTNERSHIP, a Pennsylvania Limited Partnership having an address at 650 Washington Road, Pittsburgh, Pennsylvania 15228 (Greenville Office Building Partnership, its successors and assigns are hereinafter collectively referred to as "Mortgagor") to WESTINGHOUSE CREDIT CORPORATION, a Delaware Corporation having its principal office at One Oxford Centre, 301 Grant Street, Pittsburgh, Pennsylvania 15219 (Westinghouse Credit Corporation, its successors and assigns are hereinafter collectively referred to as "Mortgagee").

W I T N E S S E T H:

WHEREAS, Mortgagor is justly indebted to Mortgagee in the principal sum of Fifteen Million Seven Hundred and Sixty-Two Thousand Five Hundred and Nine Dollars (\$15,762,509.00) lawful money of the United States of America, payable with interest thereon in accordance with the terms of a promissory note bearing even date herewith (hereinafter the "Note") executed by Mortgagor, payable to the order of Mortgagee at its office aforesaid or at such other place as the holder thereof may designate in writing, the balance of said principal sum with interest thereon maturing and being due and payable on November 1, 1993.

WHEREAS, it having been agreed that the payment of said indebtedness evidenced by the Note above named shall be secured by a conveyance of the real estate hereinbelow described.

NOW, THEREFORE, Mortgagor, for the purpose of securing (1) payment of the indebtedness evidenced by the Note, and any extensions or modifications thereof, (2) payment of all other moneys secured hereby, and (3) the performance of all of the covenants, conditions, stipulations and agreements herein contained, and contained in the Note, and other instruments evidencing or securing the indebtedness, does hereby grant, convey, bargain, sell and mortgage unto Mortgagee, its successors and assigns, the real estate located in the City of Greenville, County of Greenville, South Carolina, and described in Exhibit A, attached hereto and made a part hereof, and all buildings and improvements now or hereafter erected thereon;

TOGETHER WITH all of the right, title and interest of Mortgagor in and to all and singular the tenements, hereditaments, rights of way, easements, privileges and appurtenances thereto belonging or in anywise appertaining, all buildings, structures or improvements now located thereon or which may hereafter be placed thereon, the leases, rents, issues and profits thereof (which are hereby expressly assigned to the Mortgagee), all chattels, furniture, equipment, machinery, apparatus, fixtures and articles of personal property of every kind and nature whatsoever, of Mortgagor now or hereafter located in or upon the premises, and used or usable in connection with the operation of the premises including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, air cooling and air conditioning apparatus, elevator, escalators, shades, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, cabinets, partitions, ducts, compressors, canopies, furnishings, garbage and rubbish disposals, counters, bathtubs, sinks, basins, carpets, floor and wall coverings, drapes, inventory; and proceeds therefrom and all substitutions and replacements therefor; it being understood and agreed that all such property is part and parcel of the premises and appropriated to the use thereof, and whether affixed or annexed to the premises or not, shall for the purpose of this Mortgage be deemed conclusively to be mortgaged hereby; and Mortgagor agrees to execute and deliver, from time to time, such further instruments (including further security agreements) as may be requested by Mortgagee to confirm the lien of the Mortgage on any such property.

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