

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

MORTGAGE OF REAL ESTATE

THIS MORTGAGE made this ^{December} 7th day of October, 1983, by Green Motels, Inc. (hereinafter referred to as "Mortgagor") and given to Cartaret Savings & Loan Association, F.A. (hereinafter referred to as "Mortgagee"), whose address is 645 East Atlantic Avenue, Post Office Box 430, Delray Beach, Florida 33444.

WITNESSETH:

THAT WHEREAS, Green Motels, Inc. is indebted to Mortgagee in the maximum principal sum of One Million, Five Hundred Thousand Dollars (\$1,500,000.00), which indebtedness is evidenced by the Term Notes and Revolving Master Note of Green Motels, Inc. of even date herewith, said principal together with interest thereon being payable as provided for in said Notes, the terms of said Notes and any agreement modifying it are incorporated herein by reference.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina (1976): (i) all future advances and readvances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note, or by other promissory notes, and all renewals and extensions thereof; and (ii) all other indebtedness of Mortgagor to Mortgagee, now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed \$1,500,000.00, plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorneys fees, has granted, bargained, sold, released and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the property more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto):

It is recognized by the parties hereto that the property described in Exhibit "A" hereto is subject to that certain Contract for Purchase and Sale between Mortgagor as Seller and SWS Investments, Inc. as Buyer, said contract being dated March 20, 1979 and for the sale of the land described herein, a memorandum of said contract being recorded in the RMC Office for Greenville County in Volume 1098 at Page 908 and is further subject to the terms and conditions contained in that certain mortgage from Green Motels, Inc. to United Federal Savings & Loan Association (now American Federal Savings & Loan FSB) dated December 16, 1976 and recorded in the RMC Office for Greenville County in Mortgage Book 1385 at Page 369.

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the successors or assigns of Mortgagee forever.

MORTGAGOR covenants that Mortgagor are lawfully seized of the Property in fee simple absolute, subject, however, to the contract rights of SWS Investment, Inc. and the provisions of the mortgage of American Federal Savings & Loan FSB as set

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