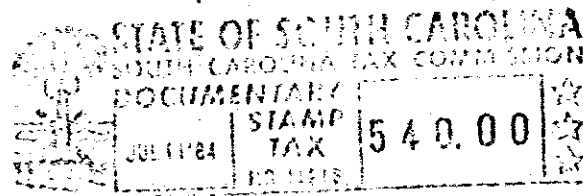
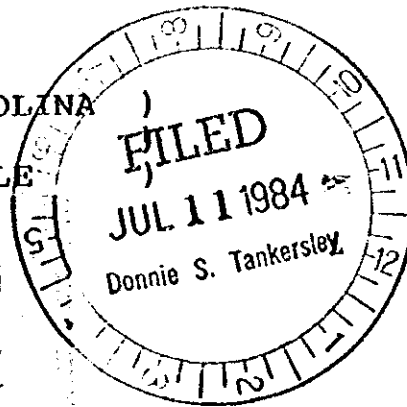


STATE OF SOUTH CAROLINA
 COUNTY OF GREENVILLE



Secures Future
 Advances Up to
 a Maximum
 Principal
 Amount of
 \$1,350,000.00
 Plus Interest,
 Attorney's Fees
 and Costs

MORTGAGE

THIS MORTGAGE, made as of this 27th day of June, 1984, by and between C/S Hospitality Greenville, Ltd., a Georgia Limited Partnership, with an address at 333 Sandy Springs, Suite 109, Atlanta, Georgia 30328, (herein called the "Mortgagor"), to BANKERS FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a national savings and loan association, with an address at 985 Broad Street, Augusta, Georgia 30902 (herein called the "Mortgagee"), to secure payment of that certain Promissory Note dated June 27, 1984, executed by Mortgagor to the order of Mortgagee (herein, as amended and modified from time to time, called the "Note"), together with all future advances from Mortgagee to Mortgagor up to a maximum principal amount of \$1,350,000.00 plus interest, attorney's fees and costs. All terms not otherwise defined herein are used with the same meaning as set forth in the Note.

WITNESSETH

WHEREAS, the Mortgagor desires to induce the Mortgagee to extend credit to the Mortgagor;

NOW, THEREFORE, that, to secure (i) the payment of the principal sum of One Million Three Hundred Fifty Thousand and no/100 Dollars (\$1,350,000.00), together with interest thereon, evidenced by and due in accordance with the terms of that certain promissory note of the Mortgagor of even date herewith issued to the Mortgagee and hereinafter referred to as the "Note", or so much thereof as may from time to time hereafter be outstanding, advanced or readvanced, (the parties specifically agree this is an open-end, future advance mortgage under South Carolina Code §29-3-50), (ii) the performance of the covenants herein contained and any monies expended by the Mortgagee in connection therewith, (iii) the payment of all obligations and performance of all covenants of the Mortgagor under the Note, (iv) the payment of all obligations and performance of all covenants of the Mortgagor under that certain Security Agreement dated as of even date herewith by and between Mortgagor and Mortgagee, and (v) the payment of all

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