

FILED
JUL 27 10 12 AM '84
MORTGAGE AND SECURITY AGREEMENT
DONOR: D. V. J. WILEY

THIS MORTGAGE, made the 19th day of July, 1984, between RHODES-SOUTHEAST INVESTORS LIMITED PARTNERSHIP, a Maryland limited partnership, having an office c/o Joseph K. Melrod, 1601 18th Street, N.W., Washington, D.C. 20009 the mortgagor, and DOMINION FEDERAL SAVINGS AND LOAN ASSOCIATION, having an office at 8301 Greensboro Drive, McLean, Virginia 22102, the mortgagee.

WITNESSETH, that to secure the repayment of a loan ("Loan") made by mortgagee to mortgagor as evidenced by a Mortgage Note ("Note") of even date herewith in the principal sum of Two Million Two Hundred Eighty-three Thousand Dollars (\$2,283,000.00) executed by mortgagor and payable to mortgagee or order at its address first above stated with interest thereon at the rates set forth therein, payable in accordance with the terms thereof and finally maturing on the date that is five (5) years after the first installment is due thereunder, subject to the right of the maker as set forth therein to extend the same for an additional five (5) year term, and changes in the interest rate of the Note to be calculated pursuant to the formula provided in the Note, which Note is attached hereto as Schedule F and by reference made a part hereof to the same extent as though set out in full herein; and to secure the performance of all covenants and conditions in this Mortgage and in any and all other instruments evidencing or securing the Loan, and in order to charge the properties, interests and rights described below with such payment and performance and to secure additional advances, renewals and extensions of the Loan.

NOW KNOW ALL MEN, that mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof and of any other and further sums for which mortgagor may be indebted to mortgagee hereunder at any time for advances made to or for its account by mortgagee and also in consideration of the further sum of Three Dollars (\$3.00) to mortgagor in hand well and truly paid by 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 mortgagee its successors and assigns all of those parcels and plots of land with the buildings and improvements thereon erected and to be erected, situate lying and being in the County of Greenville, Greenville, South Carolina, and more particularly described on Schedule A attached hereto and incorporated herein.

TOGETHER WITH all and singular the rights, members, hereditaments and appurtenances to the premises belonging or in anywise incident or appertaining

(i) any and all improvements, tenements, buildings, easements, fixtures, privileges, reservations, allowances, and accessions, now or hereafter belonging or pertaining to any of the real estate and other property herein mentioned; any and all rights of mortgagor in or to adjacent alleys, sidewalks, streets and vaults, and any and all rights and interest now or hereafter owned by mortgagor forming a part of or used in connection with said real estate and the operation and convenience of the buildings and improvements located thereon;

4300 8 0027
21811

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
TAX \$ 6 4 0 0

Handwritten initials and a checkmark.

