185 West Alas At

1689 at 801

STATE OF SOUTH CAROLINA) MORTGAGE AND SECURITY AGREEMENT COUNTY OF GREENVILLE)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, BEACON PROPERTIES I-84, LTD., a Georgia limited partnership, (hereinafter called the "Mortgagor"), is justly obligated to WALTER E. HELLER & COMPANY, (hereinafter called the "Mortgagee"), in and by its certain Master Lease Agreement (the "Lease") in writing, of even date herewith, in the full and just sum of \$750,000.00, payable in the manner and at the times set forth in the Lease (the "Lease Payments"). If any portion of the Lease Payments be at any time past due and unpaid for the space of ten days or if default be made and continue for the space of ten days after written notice in respect to any condition, agreement, or covenant contained herein, then the Mortgager's total obligation under the Lease shall become immediately due, at the option of the Mortgagee who may sue thereunder or foreclose this Mortgage and Security Agreement (the "Mortgage"); and in case such suit or foreclosure should become necessary for the protection of the Mortgagee's interests, then the Mortgagor promises to pay all costs and expenses, including a reasonable attorney's fee to be added to the Mortgagee's total obligation under the Lease and to be secured under the Mortgage.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
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