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STATE OF SOUTH CAROLINA )

MORTGAGE OF REAL ESTATE
COUNTY OF GREENVILLE )

THIS MORTGAGE is made this 28 day of February , 1979, between the Mortgagor, GREENVILLE ASSOCIATES, a Maryland Limited Partnership, and the Mortgagee, WADE HAMPTON MALL, a Partnership, whose address is c/o William R. Timmons, Jr., P. O. Box 7, Greenville, S. C. 29602

whereas, Mortgagor is indebted to Mortgagee in the principal sum of One Million, Two Hundred Thousand and No/100 Dollars (\$1,200,000.00), which indebtedness is evidenced by Mortgagor's Note of even date herewith (herein "note"), providing for payment of principal and interest as stated in the note which, if not sooner paid shall be due and payable three (3) years from the date hereof (unless extended as provided in said note, in which event the maturity date shall be five (5) years from the date hereof); the terms of said note and any agreement modifying it are incorporated herein by reference.

NOW, KNOW ALL MEN, that the said Mortgagor for and in consideration of the said debt and sum of money aforesaid and for the better securing the payment thereof with the interest thereon to the said Mortgagee according to the terms of said note and also for and in consideration of the sum of Three Dollars in hand paid by the said Mortgagee to the Mortgagor, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed and released and by these presents does grant, bargain, sell, convey and release unto the Mortgagee and to its successors, legal representatives and assigns forever, all of the following described land, buildings, improvements, fixtures, furniture, equipment, rents, profits and other personal property (hereinafter sometimes collectively called the "premises"), to-wit:

All that piece, parcel or lot of land with the buildings and improvements now or hereafter constructed thereon, more particularly described in Schedule "A" attached hereto and made a part hereof.

TOGETHER WITH all and singular the rights, members, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the premises hereinabove mentioned or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor including but not limited to all fixtures, equipment, furniture, interior partitions, carpets, heating

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