JOL 25 3 32 PH 172 BOOK 1242 PAGE 26.7 WYCHE, BURGESS, FREEMAN & PARHAM, PALE LIZABETH RIDDLE MORTGAGE

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A.D., 19 72 , by

THIS MORTGAGE INDENTURE, executed this (Name and address):

WALTER KASSUBA REALTY CORPORATION , a Wisc. corporation

of the County of , State of , hereinafter called the Mortgagor, which term as used in every instance shall include the Mortgagor's heirs, executors, administrators, successors, legal representatives and assigns, either voluntary by act of the parties or involuntary by operation of law and shall denote the singular and/or plural, and the masculine and/or feminine and natural and/or artificial persons, whenever and wherever the context so requires or admits, parties of the first partyr and (Name and address):

JACK R. COURSHON, as Nominee of the Trustees of FIRST MORTGAGE INVESTORS, a Mass. Business Trust, *

hereinafter called the Mortgagee, which term as used in every instance shall include the Mortgagee's successors, legal representatives, and assigns, including all subsequent assignees, either voluntary or by act of the parties or involuntary by operation of law.

WITNESSETH:

THAT for divers good and valuable considerations, and to secure the payment of the aggregate sum of money named in the promissory note of even date herewith, hereinafter mentioned, together with intest thereon or so much thereof as may be advanced, and all other sums of money secured hereby as hereinafter provided, the Mortgagor does grant, bargain, sell, alien, remise, release, convey and confirm unto the Mortgagee, in fee simple, the following described real estate, of which the Mortgagor, is now seized and possessed, and in actual possession, situate in the County of Greenville

State of South Carolina legally described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND SPECIFICALLY MADE A PART HEREOF FOR LEGAL DESCRIPTION.

* with power to satisfy, discharge, release, foreclose, assign and/or transfer the within Mortgage, and to execute deeds of conveyance and deed restrictions, and to designate a substitute nominee in his stead.

TOGETHER WITH the following property and rights (the Premises, together with such property and rights, being hereinafter collectively called "Mortgaged Property" or "property")

- (a) all right, title and interest of Mortgagor in and to the land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises, and in and to the appurtenances thereto:
- (b) all machinery, apparatus, equipment, fittings, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter located in said building or upon the Premises, or any part thereof, and used or usable in connection with any present or future occupancy of said building and now owned or hereafter acquired by Mortgagor (hereinafter called Building Equipment) including, but without limiting the generality of the foregoing all heating lighting, laundry, incinerating and power equipment, engines, pipBs, pumps, tanks, motors, conduits, switchboards plymbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning apparatus, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors, it being understood and agreed that all Building Equipment is part and parcel of the Premises and appropriated to the use thereof and, whether affixed or annexed to the Premises or not shall for the purpose of this Mortgage be deemed conclusively to be real estate and mortgaged hereby, and Mortgagor agrees to execute and deliver from time to time, such further instruments as may be requested by Mortgagee to confirm the paramount and superior first lien of this Mortgage on any Building Equipment; and
- ich any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Premises as a result of the exercise of the right of eminent domain, the alteration of the grade of any street, any other injury to or decrease in the value of the Premises or proceeds of insurance awards to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment by Mortgagee, and of the reasonable attorneys' tees costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment; and Mortgager to execute and deliver from time to time, such further instruments as may be requested by Mortgagee to confirm such assignment to Mortgagee of any such award or payment.
- id) all leases of the Premises now and hereafter entered into and all right, title and interest of the Mortgagor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms, including, further, the right upon the happening of an Event of Default, to receive and collect the rents thereunder.

TO HAVE AND TO HOLD the above described property unto the Mortgagee, its successors and assigns forever.

The Mortgagor hereby covenants with the Mortgagee that the Mortgagor is indefeasibly seized with the absolute and fee simple title to said property, and has full power and lawful authority to sell, convey, transfer and mortgage the same; that it shall be lawful at any time hereafter for the Mortgagee to peaceably and quietly enter upon, have, hold, and enjoy said property, and every part thereof; that this mortgage is and will remain a valid and enforceable first lien on the mortgaged property; that said property is free and discharged from all liens, encumbrances, and claims of any kind, including taxes and assessments; and that the Mortgagor hereby fully warrants unto the Mortgagee the title to said property and will defend the same against the lawful claims and demands of all persons whomsoever.

NOW, THEREFORE, the condition of this mortgage is such that if the Mortgagor shall well and truly pay unto the Mortgagee, the indebtedness evidenced by that certain promissory note (herein sometimes called "Note" or "Mortgagee note"), of even date herewith, made by the Mortgagor and payable to the Mortgagee in the principal sum of \$2,850,000.00-----together with interest as therein stated, and shall perform, comply with and abide by each and every of the stipulations, agreements, conditions and covenants contained and set forth in this mortgage and in the promissory note secured hereby, then this mortgage and the estate hereby created shall cease and be null and void.

FORM #P-32-66