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GREENVILLE, CO. S. C.

B/L CONST. MORTGAGE-3/1/70-SM-FORM M-25

MAY 3 3 03 PM '73

DONNIE S. TANKERSLEY

Mortgage

BOOK 1274 PAGE 421

This Mortgage, made the 1st day of May, 1973, between

NATIONAL ASSETS MANAGEMENT CORPORATION, a Pennsylvania Corporation, having its principal place of business at 20 Moores Road, Frazer, Pennsylvania

and SECURITY NATIONAL BANK, a national banking association, organized and existing under the laws of the United States of America, having its principal office at No. 150 Main Street, Huntington, in the County of Suffolk and State of New York, the Mortgagee.

WITNESSETH, that to secure the payment of an indebtedness in the sum of Five Million, Three Hundred Twenty-five Thousand, Nine Hundred Twenty Dollars and 00/100 Dollars (\$5,325,920.00

lawful money of the United States, or so much thereof as may be advanced at any time by the holder of this mortgage, to be paid with interest thereon according to a certain bond, note or obligation bearing even date herewith, the Mortgagee hereby mortgages to the Mortgagee,

ALL that certain plot, piece or parcel of land with the buildings and improvements thereon erected or to be erected, situate, lying and being in Greenville, South Carolina

described in Schedule "A" annexed hereto and made a part hereof (the "premises"), together with the appurtenances and all the estate and rights of the Mortgagee in and to the premises.

TOGETHER with all right, title and interest of the Mortgagee in and to any strips and gores and the land lying in the streets and roads in front of and adjoining said premises.

TOGETHER with the structures or buildings, and replacements thereof, erected or to be erected upon the premises, including all plant equipment, apparatus, machinery and fixtures of every kind and nature whatsoever forming part of such structures or buildings (the "Improvements").

TOGETHER with all fixtures, fittings, appliances, apparatus, equipment, machinery and articles of personal property and replacements thereof, other than those owned by lessees, now or at any time hereafter, affixed to, attached to, placed upon or used in any way in connection with the complete and comfortable use, enjoyment, occupancy, or operation of the Improvements (the "Building Equipment") and all right, title and interest of the Mortgagee in and to any Building Equipment which may be subject to any security agreements, as defined in Section 9-105 (1) (h) of the Uniform Commercial Code of ~~South Carolina~~ superior in lien to the lien of this Mortgage.

TOGETHER with all awards heretofore and hereafter made for taking by eminent domain the whole or any part of the premises or any easement therein, including any awards or changes of grade of streets, which awards are hereby assigned to the Mortgagee, who is authorized to collect and receive the proceeds of such awards and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the mortgage debt, notwithstanding the fact the amount owing thereon may not then be due and payable; and the Mortgagee hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning such awards to the Mortgagee, free, clear and discharged of any encumbrances of any kind or nature whatsoever.

The term "Mortgaged Property" shall mean all of the property and rights mortgaged hereby and described above. The term "Note" shall mean the certain bond, note, or obligation described above. The term "Building Loan Agreement" shall mean the building loan agreement between the Mortgagee and Mortgagee dated May 1, 1973, and filed or to be filed in the office of the Clerk of the County of Greenville, at or before the time of the recordation of this Mortgage. The term "Guarantor" shall mean any person who has guaranteed, endorsed, agreed to purchase or repurchase or assume, or otherwise become liable on, any of the obligations of the Note, this Mortgage or the Building Loan Agreement.

And the Mortgagee covenants and agrees with the Mortgagee as follows:

1. That the Mortgagee will pay the indebtedness as provided in the Note.
2. That the Mortgagee will keep the Improvements and the Building Equipment insured against loss by fire, casualty and such other hazards as may be specified by the Mortgagee for the benefit of the Mortgagee; that such insurance shall be written in forms, amounts, and by companies satisfactory to the Mortgagee, and losses thereunder shall be payable to the Mortgagee pursuant to the New York standard mortgagee endorsement; that the policy or policies of such insurance shall be delivered to the Mortgagee; that the Mortgagee shall give the Mortgagee prompt notice of any loss covered by such insurance and the Mortgagee shall have the right to join the Mortgagee in adjusting any loss; that any moneys received as payment for any loss under any such insurance shall be paid over to the Mortgagee to be applied at the option of the Mortgagee either to the prepayment of the Note, without premium, or to the reimbursement of the Mortgagee for expenses incurred by it in the restoration of the Improvements in the manner and to the extent provided for in the Building Loan Agreement; that the Mortgagee shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained under this paragraph, unless the Mortgagee is included thereon as a named insured with loss payable to the Mortgagee under the standard mortgagee endorsement described above and the Mortgagee shall otherwise comply with this paragraph, ~~and that the provisions of this Mortgage and the provisions of the Building Loan Agreement shall be exclusive of and shall prevail over the provisions of the Mortgagee's contract with the insurance company.~~
3. That the Mortgagee will pay all real estate taxes, assessments, water and sewer rates and charges, and all other governmental levies and charges of every kind and nature whatsoever, general and special, ordinary and extraordinary, unforeseen as well as foreseen, which shall be assessed, levied, confirmed, imposed or become a lien upon or against the Mortgaged Property or any portion thereof, or which shall become payable with respect thereto and that, within ten days after demand therefor, the Mortgagee shall deliver to the Mortgagee the original or a photostatic copy of the official receipt evidencing such payment or other proof of payment satisfactory to the Mortgagee.
4. That the Mortgagee warrants the title to the Mortgaged Property and warrants that this Mortgage is a valid first lien on the Mortgaged Property, and that there are not any defenses or offsets whatsoever to this Mortgage or the Note or under the Building Loan Agreement.
5. That this Mortgage will be maintained as a valid first mortgage lien on the Mortgaged Property, free of any lien or charge prior to or on a parity with the lien of this Mortgage and any liens of persons supplying labor and materials entering into the construction, modification or repair of the Improvements described in the Building Loan Agreement.

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