

FILED
GREENVILLE, S.C.

STATE OF SOUTH CAROLINA § MORTGAGE,
 § ASSIGNMENT OF RENTS AND
 COUNTY OF GREENVILLE § SECURITY AGREEMENT

THIS MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT made by and between PARK CENTRAL COMPANY, a South Carolina limited partnership ("Mortgagor"), whose place of business is 5821 Park Road, Suite 106, Charlotte, North Carolina 28209, and FIRST NATIONAL BANK IN DALLAS, a national banking association ("Mortgagee"), whose place of business is 1401 Elm Street, P.O. Box 83000, Dallas, Texas 75283.

W I T N E S S E T H :

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited, the receipt of which is hereby acknowledged, Mortgagor hereby irrevocably grants, remises, aliens, releases, transfers, conveys and mortgages to Mortgagee, and its successors and assigns, under and subject to the terms and conditions hereinafter set forth, the real property, located in the City of Greenville, County of Greenville, State of South Carolina, described in Exhibit A attached hereto and by this reference incorporated herein (the "Property").

TOGETHER WITH, all rents, issues, profits, royalties, income and other benefits derived from the Property (collectively the "rents"), subject to the right, power and authority hereinafter given to Mortgagor to collect and apply such rents;

TOGETHER WITH, all leasehold estate, right, title and interest of Mortgagor in and to all leases or subleases covering the Property or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Mortgagor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments or similar nature.

TOGETHER WITH, all right, title and interest of Mortgagor in and to all options to purchase or lease the Property or any portion thereof or interest therein, and any greater estate in the Property owned or hereafter acquired;

TOGETHER WITH, all interests, estate or other claims, both at law and in equity, which Mortgagor now has or may hereafter acquire in the Property;

TOGETHER WITH, all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all water rights and shares of stock evidencing the same;

TOGETHER WITH, all right, title and interest of Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Property.

TOGETHER WITH, any and all buildings and improvements now or hereafter erected thereon, including, but not limited

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