

DEC 29 1981

GREENVILLE

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STATE OF SOUTH CAROLINA )

## FIRST MORTGAGE AND SECURITY AGREEMENT

COUNTY OF GREENVILLE )

THIS MORTGAGE AND SECURITY AGREEMENT made this 21st day of PM  
December, 1981, between McBee Plaza Associates, a South  
Carolina Limited Partnership ("Mortgagor"), whose address is  
Mills Centre, 400 Mills Avenue, Level 2, Greenville, SC 29605 and  
Bankers Trust of South Carolina ("Mortgagee"), whose address is Post Office  
Box 448, Columbia, South Carolina 29202.

## WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of  
Three Hundred Fifty Thousand and No/100--- (\$350,000.00)  
 Dollars together with interest thereon, as evidenced by that certain promi-  
 ssory note of even date herewith, executed by Mortgagor and delivered to  
 Mortgagee, the final payment of which is due on or before the \_\_\_ th day of  
December, 1983, (the "Note") which by reference is made a part  
 hereof to the same extent as though set out in full herein;

NOW, THEREFORE, (a) to secure the performance and observance by  
 Mortgagor of all covenants and conditions contained in the Note, in any  
 renewal, extension or modification thereof, in this First Mortgage and  
 Security Agreement and in all other instruments securing the Note; and (b)  
 also to secure in accordance with Section 29-3-50, as amended, Code of Laws of  
 South Carolina 1976: (i) all future advances and re-advances that may sub-  
 sequently be made to Mortgagor by Mortgagee, evidenced by the aforesaid Note,  
 or any other promissory notes, and all renewals and extensions thereof; pro-  
 vided, however, that nothing contained herein shall create an obligation on  
 the part of Mortgagee to make future advances or re-advances to Mortgagor and  
 (ii) all other indebtedness of Mortgagor to Mortgagee, now or hereafter  
 existing, whether direct or indirect, the maximum amount of all indebtedness  
 outstanding at any one time secured hereby not to exceed twice the face amount  
 of the Note, plus interest thereon, all charges and expenses of collection  
 incurred by Mortgagee, including court costs, and reasonable attorneys' fees;  
 and (c) also in order to charge the properties, interests and rights herein-  
 after described with such payment, performance and observance; and (d) for and  
 in consideration of the sum of One and No/100 (\$1.00) Dollar paid by Mortgagee  
 to Mortgagor this date, and for other valuable consideration, the receipt of  
 which is acknowledged, Mortgagor does hereby grant, bargain, sell, alien,  
 remise, release, convey, assign, transfer, mortgage, hypothecate, pledge,  
 deliver, set over, warrant and confirm unto Mortgagee, its successors and  
 assigns forever all right, title and interest of Mortgagor in and to:

## THE MORTGAGED PROPERTY

(A) THE LAND. All the land located in the County of Greenville,  
 State of South Carolina (the "Land"), described in Exhibit "A" attached hereto  
 and made a part hereof;

(B) THE IMPROVEMENTS. TOGETHER WITH all buildings, structures and  
 improvements of every nature whatsoever now or hereafter situated on the Land,  
 and all fixtures, machinery, appliances, equipment, furniture, and personal  
 property of every nature whatsoever now or hereafter owned by Mortgagor and  
 located in or on, or attached to, or used or intended to be used in connection  
 with or with the operation of, the Land, buildings, structures or other im-  
 provements, including all extensions, additions, improvements, betterments,  
 renewals and replacements to any of the foregoing and all of the right, title  
 and interest of Mortgagor in and to any such personal property or fixtures  
 subject to any lien, security interest or claim together with the benefit of  
 any deposits or payments now or hereafter made by Mortgagor or on its behalf  
 (the "Improvements").

(C) EASEMENTS OR OTHER INTERESTS. TOGETHER WITH all easements,  
 rights of way, gores of land, streets, ways, alleys, passages, sewer rights,  
 waters, water courses, water rights and powers, and all estates, rights,  
 titles, interests, privileges, liberties, tenements, hereditaments and appur-  
 tenances whatsoever, in any way belonging, relating or appertaining to any of

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