100 Laura St.
Jacksonville, Fla
32202

FILED
GREENVILLE CO. S.C.
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DONNIE S. TANKERSLEY
R.M.C.

BOOK 1538 PAGE 233

MORTGAGE

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, KOGER PROPERTIES, INC., a corporation chartered under the laws of the State of Delaware (hereinafter referred to as Mortgagor), is well and truly indebted unto BARNETT BANK OF JACKSONVILLE, N.A. (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note for construction money of even date herewith, the terms of which are incorporated herein by reference, in the sum of ONE MILLION THREE HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS ($1,360,000.00), due and payable on or before October 1, 1982, with interest therein in accordance with the terms and provisions of said note.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for an additional $1,000,000.00 as may be advanced or readvanced by Mortgagee at its option, to or for the Mortgagor's account, for taxes, insurance premiums, public assessments, repairs, or for any other purposes;

NOW, KNOW ALL MEN, that the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Ten Dollars ($10.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has mortgaged, granted, bargained, sold and released, and by these presents does mortgage, grant, bargain, sell and release and grant a security interest in, unto the Mortgagee, its heirs, successors and assigns the following described piece, parcel or lot of land, with all improvements thereon, hereafter constructed thereon:

> Lot No. 5 and a portion of Lot No. 3, on a plat entitled "KOGER EXECUTIVE CENTER", recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 5D, page 75, and being more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

Together with all and singular the rights, member, hereditaments and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues and profits which may arise or be had therefrom, and including all heating, plumbing and lighting fixtures and any other equipment or fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular, the said premises unto the Mortgagee, its heirs, successors and assigns forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further binds itself and its successors and assigns to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor, its successors and assigns and any other persons whomsoever lawfully claiming the same or any part thereof.

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