

FILED
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
MAY 21 11 38 AM '83
SECOND MORTGAGE AND SECURITY AGREEMENT

DONNIE S. HENSLEY

THIS MORTGAGE AND SECURITY AGREEMENT made this 12th day of May, 1983, between HUNTERS RIDGE, a Limited Partnership organized and existing under the laws of South Carolina ("Mortgagor"), whose address is c/o Paris Point Development, Inc., Box 2287, Greenville, South Carolina 29602 and CITY FEDERAL SAVINGS & LOAN ASSOCIATION, a Federal Savings and Loan Association ("Mortgagee"), whose address is 220 Centennial Avenue, Piscataway, New Jersey 08854.

WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of Four Hundred Thirty-Five Thousand (\$435,000.00) Dollars together with interest thereon, as evidenced by that certain promissory note of even date herewith, executed by Mortgagor and delivered to Mortgagee, the final payment of which is due on or before the 12th day of May, 1984, (the "Note") which by reference is made a part hereof to the same extent as though set out in full herein; this indebtedness is in addition to the Note of the Mortgagor of even date herewith in the principal amount of \$3,190,000 secured by a first mortgage lien on the property hereinafter described.

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 Second 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 subsequently be made to Mortgagor by Mortgagee, evidenced by the aforesaid Note, or any other promissory notes, and all renewals and extensions thereof; provided, 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 hereinafter 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 thereafter 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 improvements, including all

SC70 -----2MY2483 147

20.00CI

