

THIS MORTGAGE, made the 18th day of JUNE, 1974, between Great Western Land Company, a corporation organized under the laws of Pennsylvania with an address: c/o K. S. Sweet Associates, 160 King of Prussia Plaza, Post Office Box 249, King of Prussia, Pennsylvania 19406, the Mortgagor, and First National City Bank, a national banking association, at its office at 399 Park Avenue, New York, New York 10022, the Mortgagee.

This is a purchase money mortgage.

WITNESSETH, that to secure the payment of an indebtedness in the sum of Six Hundred Fifty-Three Thousand Eight Hundred (\$ 653,800.00) Dollars, lawful money of the United States, (advanced to Mortgagor as part of the Purchase Price of the hereinafter described Premises and so applied by Mortgagor), to be paid with interest thereon according to a certain note or obligation bearing even date herewith (hereinafter called "the Note"), the Mortgagor hereby gives, grants, bargains, sells, warrants, aliens, remises, releases, conveys, assigns, transfers, mortgages, hypothecates, deposits, pledges, sets over and confirms to the Mortgagee, ALL that certain plot, piece or parcel of land, with the buildings and improvements erected thereon or to be erected, situate, lying and being in the State of South Carolina (hereinafter called the "Premises"), more particularly bounded and described in Schedule A hereto annexed;

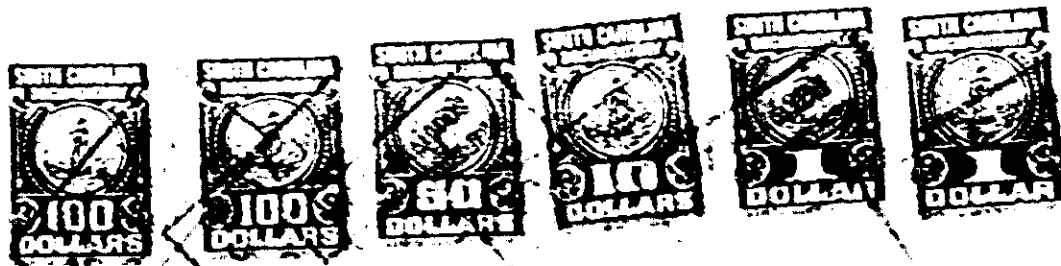
TOGETHER with all right, title and interest, if any, of the Mortgagor of, in and to the land lying in the streets, roads or avenues, open or proposed, in front of or adjoining said Premises and of, in and to any strips or gross of land adjoining the Premises;

TOGETHER, ALSO, with the fixtures, chattels and articles of personal property now or hereafter attached to or located in or upon said Premises, and used or usable in connection with any present or future operation or letting of said Premises or the activities at any time conducted therein (hereinafter called "Building Equipment"), including, but not limited to, furnaces, boilers, oil burners, radiators and piping, coal stokers, plumbing and bathroom fixtures, refrigeration, air conditioning and sprinkler systems, wash-tubs, sinks, gas and electric fixtures, stoves, ranges, awnings, screens, window shades, elevators, motors, dynamos, refrigerators, kitchen cabinets, incinerators, plants and shrubbery and all other machinery, appliances, fittings, furniture, furnishings and fixtures of every kind used in the operation of the buildings standing or hereafter erected on said Premises, together with any and all replacements thereof and additions thereto, and all right, title and interest of Mortgagor in and to any Building Equipment which may be subject to any security agreements, as defined in subdivision (1)(h) of Section 9-105 of the Uniform Commercial Code of the state in which the Premises are located (hereinafter called Security Agreements), superior in lien to the lien of this Mortgage; it being understood and agreed that all Building Equipment is part and parcel of the Premises and appropriated to the use thereof and, whether affixed or annexed to the Premises or not, shall for the purpose of this Mortgage be deemed conclusively to be real estate and mortgaged hereby; and Mortgagor agrees to execute and deliver, from time to time, such further instruments (including further Security Agreements) as may be requested by Mortgagee to confirm the lien of this Mortgage on any Building Equipment;

VALLEEVILLE CO. S. C.

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DONNIE S. TANKERSLEY
R.H.C.



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