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FILED GERENVLIE OF S. C.

STATE OF SOUTH CAROLINA

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COUNTY OF GREENVILLE

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FUTURE ADVANCE MORTGAGE

THIS INDENTURE, made this 31 2 day of October, 1983, by and between G & C MOTEL ASSOCIATES, a North Carolina general partnership, hereinafter referred to as "Mortgagor"; and NORTH STATE SAVINGS & LOAN CORPORATION, hereinafter referred to as "Mortgagee";

WITNESSETH:

WHEREAS, Mortgagor is indebted or is to be indebted to Mortgagee in the principal sum of Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00) as evidenced by a Future Advance Note of even date herewith (hereinafter "Note"), payable, with interest as specified therein, at Greenville, North Carolina, or at such other place as the holder thereof from time to time may designate in writing, as follows:

Pursuant to the terms set forth in said Note and in a Future Advance Loan Agreement and Permanent Financing Commitments (hereinafter "Agreement") between Mortgagor and Mortgagee dated April 25th, 1983, and amended October 142, 1983.

The Note secured by this Mortgage is for present and future obligations of the maker of said Note to Mortgagee or its assigns, and this Mortgage secures all such obligations. The payee of the Note is obligated to make advances under the provisions of the aforesaid Agreement as set forth therein, subject, however, to the terms and conditions of said Agreement.

The total amount of present obligations secured is

The total amount of future obligations secured is

\$450,000.00

TOTAL

\$450,000.00

The period within which such future obligations may be incurred is the period between the date of the Note and its due date one year from the date hereof. Futher, this Mortgage is given as security for the terms of the Agreement, which Agreement provides for the payment to Mortgagee of Additional Interest during a period expiring thirty-six from the date of this Mortgage.

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