

Book 388-157
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STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

FIRST MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT made this 28 day of January, 1977, between First Hartford Realty Corporation ("Mortgagor"), whose address is 685 Parker Street, Manchester, Connecticut, and Citizens Mortgage Corporation, whose address is 24700 Northwestern Highway, Southfield, Michigan, 48075.

WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of FIFTEEN MILLION DOLLARS (\$15,000,000.00), together with interest thereon, as evidenced by that certain promissory note of even date herewith, executed by

(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 appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Mortgagor of, in and to the same,

This mortgage is paid and satisfied in full FEB 6 1980
this 1st day of February, 1980.

MANUFACTURERS HANOVER MORTGAGE CORPORATION
(formerly Citizens Mortgage Corporation)

By: Alfred D. Nagel
Alfred D. Nagel, Associate Vice President

Witness

----- MORTGAGEE SHALL HAVE A CURRENT LIST OF ALL LEASES AFFECTING THE PROPERTY described in paragraphs (A), (B) and (C) hereof. Mortgagee shall have the right, at any time and from time to time, to notify any lessee of the rights of Mortgagee as provided by this paragraph. From time to time, upon request of Mortgagee, Mortgagor shall specifically assign to Mortgagee as additional security hereunder, by an instrument in writing in such form as may be approved by Mortgagee, all right, title and interest of Mortgagor in and to any and all leases now or hereafter on or affecting the Mortgaged Property, together with all security therefor and all monies payable thereunder, subject to the conditional permission hereinabove given to Mortgagor to collect the rentals under any such lease. Mortgagor shall also execute and deliver to Mortgagee any notification, financing statement or other document