

MORTGAGE OF REAL ESTATE

WALKER, EVANS & CROSSWELL CO., CHARLESTON, S. C. 14508-9-12-40

with respect to said property or any part thereof, and that it will not remove any of said property from said premises (except as may be permitted by this instrument), without the prior written consent of the Mortgagee, its successors or assigns.

The Mortgagee, its successors and assigns, or the holder or holders of any part of the indebtedness hereby secured, are expressly authorized to pay any taxes on said property and to secure or renew insurance on any insurable property covered hereby and to pay the premiums thereon, but they shall be under no obligation to do so.

AND IT IS STIPULATED AND AGREED that any sums expended by the Mortgagee, its successors or assigns, for insurance of the property, or for payment of taxes thereon, or to remove any prior liens or encumbrances, shall be added to and constitute a part of the debt hereby secured, and shall bear interest at the same rate.

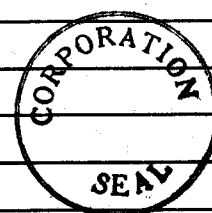
The Mortgagor agrees that all expenses paid or incurred by the holder or holders of the note hereby secured, or of any participation therein, including reasonable counsel fees incident to the protection, preservation or collection of the note or collateral securing same, or the foreclosure of this mortgage shall be added to and become a part of the indebtedness secured hereby and bear interest at the same rate.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents that if the Mortgagor, Southern Airways, Inc., do and shall well and truly pay, or cause to be paid unto the said Mortgagee, Reconstruction Finance Corporation, its successors or assigns, the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said note and conditions thereunder written, then this deed of bargain and sale shall cease, determine and be utterly null and void.

And it is agreed by and between the parties, that in the case of foreclosure of this mortgage, by suit or otherwise, the mortgagee shall recover of the mortgagor a reasonable sum as attorney's fee, which shall be secured by this mortgage, and shall be included in judgment of foreclosure.

IN WITNESS WHEREOF SOUTHERN AIRWAYS, INC. has caused these presents to be executed in its name by Ike F. Jones, its Vice President and by T. A. Mott, Jr., its Secretary and its corporate seal to be hereto affixed this 26th day of January in the year of our Lord, one thousand nine hundred and forty three, and in the one hundred and sixty seventh year of the Sovereignty and Independence of the United States of America.

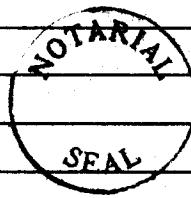
Signed, Sealed and Delivered ) SOUTHERN AIRWAYS, INC.
in the presence of ) BY Ike F. Jones,
Henry Savage, Jr. ) Vice President
L. K. Blakeney ) R. A. Mott, Jr.
Secretary



STATE OF SOUTH CAROLINA )
COUNTY OF KERSHAW. )

Personally appeared before me L. K. Blakeney and made oath that she saw the corporate seal of the SOUTHERN AIRWAYS, INC. affixed to the foregoing instrument, and that he also saw Ike F. Jones, Vice President, and T. A. Mott, Jr. Secretary of said Southern Airways, Inc. sign and attest the same, and that she with Henry Savage, Jr. witnessed the execution and delivery thereof as the act and deed of the said Southern Airways, Inc.

SWORN to and subscribed )
before me this 26th day )
of January, 1943. ) L. K. Blakeney
Henry Savage, Jr. )
Notary Public for S. C. )



Recorded this the 29th, day of January, 1943, at 11:30 A.M. #967 BY:N.S.