

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

WYCHE, BURGESS, FREEMAN & PARHAM, P.A.

BOOK 1156 PAGE 107

RECORDING FEE
PAID \$ 6.75

MORTGAGE OF REAL ESTATE
AND SECURITY AGREEMENT

FILED
GREENVILLE CO. S. C.
OCT 28 2 40 PM '71
OLLIE FARMERWORTH
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN: B AND B INVESTMENTS, INC., a Kansas corporation, the owner and holder of the fee simple estate and properties described herein below, hereinafter called "Mortgagor", SENDS GREETINGS:

WHEREAS, the said Mortgagor is justly indebted to GORDON A. TAYLOR, JOHN D. UIBLE, CHURCHILL G. CAREY, EUGENE L. AMBER and JAMES H. WINSTON, not individually, but as Trustees of Guardian Mortgage Investors, a Massachusetts Business Trust dated March 29, 1966, as amended, and their respective successor Trustees under said Declaration of Trust (in the event of death, resignation or removal of any Trustee herein named, or failure of any Trustee to be reelected, any such Trustee shall automatically be divested of his interest herein and the remaining Trustees and any newly elected or appointed Trustee or Trustees acting at the time shall be the sole owners of this mortgage), with power to protect, manage, sell, transfer, assign, consolidate, coordinate and/or spread with any other mortgage, modify, satisfy, enforce, foreclose and/or, without being limited by any of the foregoing, deal with in any manner, this mortgage and the lien thereof, and exercise any right or option contained in this mortgage and to release any portion of the security from the lien of this mortgage, and with power to sell, contract to sell, convey, lease, encumber, execute deeds of conveyance, leases or mortgages and notes in connection with or in any manner and, without being limited by any of the foregoing, deal with, the property herein described or any part thereof hereafter acquired by foreclosure of this mortgage or acquired in any other manner, hereinafter called "Mortgagee", in and by Mortgagor's certain promissory note in writing, of even date herewith in the full and just sum of ONE MILLION ONE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$1,115,000.00) payable as in said note provided, which said note is by this reference made a part of this mortgage.

NOW, KNOW ALL MEN, that the said Mortgagor for and in consideration of the said debt and sum of money aforesaid and for the better securing the payment thereof with the interest thereon to the said Mortgagee according to the terms of said note and also for and in consideration of the sum of Three Dollars in hand paid by the said Mortgagee to the Mortgagor, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed and released and by these presents does grant, bargain, sell, convey and release unto the Mortgagee and to its successors, legal representatives and assigns forever, all of the following described land, buildings, improvements, fixtures, furniture and appliances and other personal property (hereinafter sometimes collectively called the "premises"), to-wit:

(a) ALL that piece, parcel or lot of land situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, as shown on plat entitled "Property of B and B Investments, Inc.", dated April 8, 1970, prepared by Carolina Engineering and Surveying Co., which plat is recorded in the Office of the R.M.C. for Greenville County in Plat Book UUU, at page 163, containing 4.47 acres and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin-on the edge of the right-of-way of Century Road (Frontage Road) at joint corner of property of Greenville Airport Commission and running thence along the right-of-way of Century Road (Frontage Road) the following courses and distances; S. 84-37 W. 133.7 feet to a concrete marker; S. 86-48 W. 99.7 feet to a concrete marker; N. 84-30 W. 101.7 feet to a concrete marker; S. 85-57 W. 69 feet to an iron pin; thence turning and running N. 0-25 W. 41.2 feet to an iron pin; thence turning and running along line of property of Lowndes Hill Realty Co., N. 68-31 W. 420 feet to an iron pin; thence turning and

This Mortgage Assigned to: Shelley Fargo Investments, a Massachusetts Business Trust
From: Guardian Mortgage Investors, Trs.
On 10th day of Sept 1971. Assignment recorded
In Vol. 1206 of R. E. Mortgages on Page 539
This 15 of Sept 1971, # 7924