

FILED
GREENVILLE CO. S. C.

OCT 13 9 43 AM '71

OLLIE FARNSWORTH
R.M.C.

MYCHE, BURGESS, FREEMAN & PARHAM, P.A.
P. O. BOX 10207

BOOK 1210 PAGE 217

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Breckinridge Associates, Limited, a Georgia Limited Partnership (hereinafter referred to as Mortgagor) SENDS GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto B. Francis Saul, II and Garland J. Bloom, Jr., Trustees, B. F. Saul Real Estate Investment Trust (with the right in either to act for both), (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Two Million Four Hundred Fifty Thousand and No/100 Dollars (\$2,450,000.00) or so much thereof as may be advanced to Mortgagor in accordance with the terms of a Building Loan Agreement between Mortgagor and Mortgagee, bearing interest and payable in the manner set forth in Mortgagor's promissory note of even date herewith, with the final maturity of said note being sixty (60) months from date.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these