

MORTGAGE OF REAL ESTATE

From: Properties Unlimited, Inc.

To: F. W. Wynn

Dated: January 15, 1973

(Continuation of description):

as Escrow Agent, pursuant to an Escrow Agreement between John M. Dillard and the parties hereto. Said Escrow Agreement, among other things, shall provide that the funds shall be held to meet future payments due under the aforesaid note. The Seller shall pay all charges of the Escrow Agent in maintaining the escrow account. The execution of said Escrow Agreement and the hypothecation of any Certificate of Deposit or other obligations shall not be considered an assignment thereof to the Seller but only as a pledge and the Seller shall have absolutely no rights of ownership in or to any Certificate of Deposit or other obligations until there shall be a default in the terms and conditions of the purchase money note aforesaid. Upon payment of the obligatory amounts due on said note during each one-year period thereof and based upon the anniversary date of said note, the Escrow Agent shall release to the Buyer Certificates of Deposit or other obligations equal in value to the principal installments so paid during the preceding one-year period which shall be rounded off to the nearest \$100.00 figure. Until default shall be made in the terms of the note, the Buyer shall be entitled to all interest which shall accrue and become payable upon said Certificates of Deposit or other obligations. Nothing herein contained shall alter or relieve the obligation of the Buyer under the terms of the note above referred to, including the obligation of the Buyer to pay the interest on the deferred balance due thereon. For all purposes hereunder, any Escrow Agent designated hereunder shall be the agent of the Buyer and not the agent of the Seller.

Recorded January 15, 1973 at 4:47 P. M., # 19842