

The maximum consideration advanced with respect to property in South Carolina and the maximum indebtedness secured by the lien of this indenture of mortgage, deed of trust and security instrument in respect to property in South Carolina is the sum of \$400,000.00.

1334 - 302

11-11-75

STATE OF GEORGIA

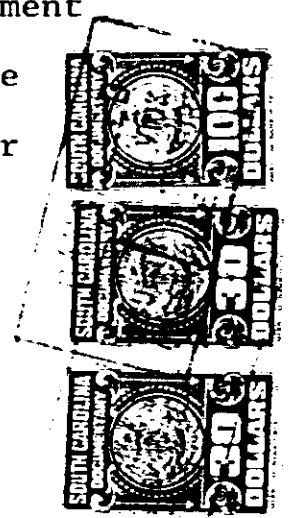
COUNTY OF FULTON

TO ALL WHOM THESE PRESENTS MAY CONCERN:

JAMES W. BRAND and LAWRENCE E. JOYNER send greeting:

WHEREAS, they, the said James W. Brand and Lawrence E. Joyner in and by a certain note secured by real estate in writing, dated January 15, 1975 are well and truly indebted to Realty Growth Investors, a Maryland Real Estate Investment Trust in the full and just sum of Two Million Five Hundred Fifty Thousand and no/100 (\$2,550,000.00), to be paid on or before January 15, 1976 or upon default, whichever is sooner, with interest thereon from January 15, 1974 on disbursed funds as provided in said note (a copy of which note is attached as Exhibit A and incorporated herein by reference) until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if, before its maturity, it should be deemed by the holder thereof necessary for the protection of his or its interests to place, and the holder should place, the said note or this mortgage, in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses, including 10 per cent of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, That they, the said James W. Brand and Lawrence E. Joyner, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Realty Growth Investors according to the terms of said note, and also in consideration of the further sum of Three Dollars, to them, the said James W. Brand and Lawrence E. Joyner, in hand well and truly paid by the said Realty Growth Investors at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents to grant, bargain, sell and release unto the said Realty Growth Investors the following described premises; to-wit:



[All those covenants and representations made by the undersigned by virtue of that Deed to Secure Debt attached as Exhibit "B" are hereby incorporated by this reference herein with respect to these mortgage premises.]

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