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STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

MORTGAGE OF REAL ESTATE AND SECURITY AGREEMENT

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, SEGARS & WILLIS STORAGE & WAREHOUSE, INC., EASTERN DISTRIBUTION, INC. and GREENVILLE STORAGE, INC., South Carolina corporations having their principal place of business in Greenville County, South Carolina (referred to herein in the aggregate as the Debtors) are jointly and severally justly indebted to CHARLES A. SEGARS of Sumter, South Carolina, evidenced by the Debtors' promissory notes as follows:

- (1) Promissory note dated July 1, 1980 in the principal amount of \$350,000, providing for monthly installments of principal and interest through December 31, 1989;
- (2) Promissory note dated July 1, 1980 in the principal amount of \$735,000, providing for monthly installments through December 31, 1990; and
- (3) Promissory note dated July 1, 1980 in the principal amount of \$157,500, providing for monthly installments through December 31, 1990;

which promissory notes are incorporated herein by reference; and

WHEREAS, the Debtors may hereafter become indebted to the said Charles A. Segars for such further sums as may be advanced to or for the Debtors' account for taxes, insurance premiums, public assessments, repairs, or for any other purposes; and/or for such sums as are provided for by the said promissory notes in the event of a default; and

WHEREAS, Segars & Willis Storage & Warehouse, Inc. (the Mortgagor) has agreed, in order to secure the payment of the said promissory notes and the principal aggregate amount of One Million, Two Hundred Forty-Two Thousand, Five Hundred Dollars (\$1,242,500.00):

NOW, KNOW ALL MEN that the said Mortgagor, for and in consideration of the said debt of \$1,242,500.00 and such other or further sums as may become due; and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the said Charles A. Segars (hereinafter referred to as the Mortgagee) at and before the sealing and delivery of these presents, 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 his heirs, administrators 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 certain tract of land, with improvements thereon, situate in Fairview Township, Greenville County, South Carolina, shown on Plat made by John C. Smith, dated May 12, 1965, recorded in the R.M.C. Office for Greenville County in Plat Book LLL at page 37B (an amendment of which, dated September 26, 1967, is recorded in REM Book 1071 at page 368) and, according to said plat, being described as follows:

BEGINNING at an iron pin on the western side of Wham Road at a point which divides the property herein conveyed and property of R. H. Boyd and Lucia Boyd, and running thence

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