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STATE OF MASSACHUSETTS

COUNTY OF SUFFOLK

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN: GEORGIA-CAROLINA INDUSTRIAL PARK VENTURE sends greetings:

WHEREAS, GEORGIA-CAROLINA INDUSTRIAL PARK VENTURE, a South Carolina partnership and joint venture, (hereinafter referred to as "Mortgagor") with its principal place of business in Greenville, South Carolina, resolved to borrow the sum of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) from DIVERSIFIED MORTGAGE INVESTORS, a Massachusetts business trust, (hereinafter referred to as "Mortgagee"), and as part of the consideration thereof, to grant unto the Mortgagee, their Note and Mortgage, to secure the borrowed funds, and

WHEREAS, Mortgagor, by its Promissory Note, bearing even date herewith, stands firmly held and bound unto Mortgagee, in the sum of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) reference being had unto said note for a more complete description of all its terms and conditions, the terms of which Note are incorporated herein by reference, and

WHEREAS, Mortgagor previously executed and delivered its Promissory Note dated May 22, 1972, to Mortgagee in the original principal sum of TWO MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,300,000.00) secured by a Mortgage of even date therewith which instruments evidence and secure a loan of that sum from Mortgagee to Mortgagor and which loan is further evidenced and secured by a Loan Agreement of even date therewith also executed and delivered by Mortgagor to Mortgagee, and

WHEREAS, the said Loan Agreement was modified by virtue of a Modification of Loan Agreement executed of even date herewith, both of which instruments are incorporated herein by reference, and

WHEREAS, the Mortgage securing the TWO MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,300,000.00) loan from Mortgagee to Mortgagor encumbers the property hereinafter described in Exhibit "A" attached hereto, now, therefore, know all men by these presents that:

Mortgagor, as the owner of the property herein described in consideration of the said debt and sum of money aforesaid, and for the better securing of the payment thereof to the Mortgagee according to the conditions of the said Note and the conditions of the Loan Agreement and Modification of Loan Agreement entered into between said parties, and also in consideration of the further sum of THREE AND NO/100 DOLLARS (\$3.00) to it, the said Mortgagor, in hand well and truly paid by 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 presents does grant, bargain, sell and release unto Mortgagee, its successors and assigns, the following described real estate:

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