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OLLIE FARNSWORTH
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BOOK 1174 PAGE 517

WYCHE, HARRISS, FREEMAN & PARHAM, P.A.
P. O. BOX 10202

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE
AND SECURITY AGREEMENT

TO ALL WHOM THESE PRESENTS MAY CONCERN: B AND B INVESTMENTS, INC., a Kansas corporation, hereinafter called Borrower, and LOWNDES HILL REALTY COMPANY, a South Carolina corporation, hereinafter called Lowndes, each of whom is the owner and holder of an undivided one-half interest of the fee simple estate and properties described hereinbelow, SEND GREETINGS:

WHEREAS, the said Borrower is justly indebted to GORDON A. TAYLOR, CHURCHILL G. CAREY, EUGENE L. AMBER, J. C. TYLER, JR., JOHN D. UIBLE and JAMES H. WINSTON, not individually, but as Trustees of Guardian Mortgage Investors, a Massachusetts Business Trust under Declaration of Trust dated March 29, 1966, as amended, and their respective successor Trustees under said Declaration of Trust (in the event of death, resignation or removal of any Trustee herein named, or failure of any Trustee to be reelected, any such Trustee shall automatically be divested of his interest herein and the remaining Trustees and any newly elected or appointed Trustee or Trustees acting at the time shall be the sole owners of this mortgage), with power to protect, manage, sell, transfer, assign, consolidate, coordinate and/or spread with any other mortgage, modify, satisfy, enforce, foreclose and/or, without being limited by any of the foregoing, deal with in any manner, this mortgage and the lien thereof, and exercise any right or option contained in this mortgage and to release any portion of the security from the lien of this mortgage, and with power to sell, contract to sell, convey, lease, encumber, execute deeds of conveyance, leases or mortgages and notes in connection with or in any manner and, without being limited by any of the foregoing, deal with the property herein described or any part thereof hereafter acquired by foreclosure of this mortgage or acquired in any other manner, hereinafter called "Mortgagee", in and by Borrower's certain promissory note in writing, of even date herewith in the full and just sum of EIGHT HUNDRED NINETY-FIVE THOUSAND AND NO/100 DOLLARS (\$895,000.00), payable as in said note provided, which said note is by this reference made a part of this mortgage.

WHEREAS, a condition of the aforesaid loan is that Lowndes, as the owner and holder of an undivided one-half interest of the fee simple estate and properties described below, join in the execution of this Mortgage and Security Agreement for the purpose of subjecting its fee simple estate and properties to the lien hereof, all of which Lowndes has consented to do;

NOW, KNOW ALL MEN, that the said Borrower and Lowndes, for and in consideration of the said debt and sum of money aforesaid and for the better securing the payment thereof with the interest thereon to the said Mortgagee according to the terms of said note and also for and in consideration of the sum of Three Dollars in hand paid by the said Mortgagee to the Borrower and Lowndes, the receipt whereof is hereby acknowledged, have granted, bargained, sold, convey and released and by these presents do grant, bargain, sell, convey and release unto the Mortgagee and to its successors, legal representatives 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:

All that piece, parcel or lot of land situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, as shown on plat entitled "Property of B and B Investments, Inc. and Lowndes Hill Realty Company," dated November 19,

This Mortgage Assigned to: Hulls Forge Mortgage
Investors
From: Guardian Mortgage Investors
on 3 day of Dec 19 71 Assignment recorded
in Vol. 1215 of R. E. Mortgages on Page 379
This 7 of Dec 19 71, # 15638