

FILED
GREENVILLE, CO. S. C.
Dec 26 1 17 PM '73
GONNIE S. TANKERSLEY
R.H.C.

BOOK 1298 PAGE 539
BOOK 36 PAGE 359

5

M O R T G A G E

THIS MORTGAGE DEED, made this 28th day of December, 1973, between DISTRIBUTION SERVICES, INC., a South Carolina corporation, hereinafter referred to as "Mortgagor," and E. GRANT FITTS, ALBERT J. TOOLE, III, A. ANDERSON HUBER, DENNIS G. LYONS, JOHN H. PACE, JR., JAMES R. STOCKTON, JR., C. GRAHAM McGEHEE, WILLIAM B. MILLS, and ROBERT E. PALMER, not individually, but as Trustees of GULF MORTGAGE AND REALTY INVESTMENTS, a Massachusetts business trust, with offices at 1301 Gulf Life Drive, Jacksonville, Florida, 32207, pursuant to a Declaration of Trust dated March 20, 1970, as amended and restated, and their respective successor Trustees under such Declaration of Trust, hereinafter referred to as "Mortgagee" (in the event of death, resignation, or removal of any Trustee herein named or the failure of any Trustee to be re-elected, 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 hereof, 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;

W I T N E S S E T H :

That for divers good and valuable considerations, and also in consideration of and to secure the payment of an indebtedness in the sum of ONE MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,400,000.00) to be paid according to a certain note bearing even date herewith and made a part hereof, the maturity date of such loan secured hereby being January 1, 1975, and the terms and provisions

THIS INSTRUMENT WAS PREPARED BY:
CARL M. STEWART
ROGERS, TOWERS, BAILEY, JONES & GAY
ATTORNEYS AT LAW
FLORIDA TITLE BUILDING
JACKSONVILLE, FLORIDA 32202

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 29, 1978
JAMES FUCHS & COMPANY, INC.

William S. Durham, Jr.
President and Trustee

DAY OF FEBRUARY, 1976
FEB 12 1976

PAID AND SATISFIED IN FULL THIS
GULF MORTGAGE AND REALTY INVESTMENTS

BY: *William S. Durham, Jr.*
President and Trustee

WICHE, BURGESS, FREEMAN & PARKMAN, P.A.
P.O. BOX 12002

Gonnie S. Tankersley

RECORDED
GREENVILLE, SOUTH CAROLINA
DEC 26 1973

RECORDED

4328 W-2