GREENVILLE CO. S. C.

DEC 28 1 17 PH '73

DONNIE S. TANKERSLEY

## MORTGAGE

THIS MORTGAGE DEED, made this 28 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 RO-BERT 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;

## WITNESSETH:

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 COLFARED BY:
CARL M. STEWART
ROSERS, TOWERS, BALLEY, WAS & CAY
ATTORNEYS AT LAW
FLORIDA TITLE BUILDING
JACKSONVILLE, FLORIDA 32202