John P. Mann, Attorney at DAREGreenville SCO. S. C. adox 1409 FACE 957 STATE OF SOUTH CAROLINA ' MORTGAGE OF REAL ESTATE 67 PACE 515 COUNTY OF GREENVILLE LE SUTANKERSLEY TO ALL WHOM THESE PRESENTS MAY CONCERN: R.H.C. ROBERT T. THOMPSON WHEREAS, (hereinafter referred to as Mortgagor) is well and truly indebted unto GATES LEARJET CORPORATION (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of One Hundred Three Thousand Six Hundred Twenty-Two and no/100 Dollars (\$103, 622.00 ) due and payable in accordance with the terms and renvisions as or wided in the state of the terms and renvisions as or wided in the state of the terms and renvisions as or wided in the state of the terms and renvisions as or wided in the state of the terms and renvisions as or wided in the state of the terms and renvisions as or wided in the state of the terms and renvisions as or wided in the state of the state of the terms and renvisions as or wided in the state of the feet to an iron pin; thence S. 84-35 E., 164.75 feet to an iron pin; thence S. 4-15 W., 107.5

feet to an iron pin on the north side of Crescent Avenue; thence with Crescent Avenue N. 62-00 W. 165 feet to the point of beginning. This is the same property conveyed to mortgagor herein by deed from Janie E. Furman recorded on September 1 1061 for Greenville County, S.C. in Deed Book 756 , at Page 492 Cincalled בון בי ביווג 37890 بيفي كالمتوفق Mortgagees address: Municipal Airport P.O. Box 1280 Wichita, Kansas 67201 DOCUMENTARY STAMP Paid and satisfied in full this 18th day of June, 1979. TAX GAPES LEARJET CORPORATION P.9. 11218

Attest: W.H. Webster, Treasurer

Raymond C. Troll, Sec'y.

Raymond C. Troll, Sec'y.

Together with all and singular rights, members, berditaments, and appurtenances to the same belonging in any way incident or appertaining, and Together with all and singular rights, members, berditaments, and appurtenances to the same belonging in any way incident or appertaining, and Together with all and singular rights, members, berditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said pressises unto the Mortgages, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises bereinshove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagos forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgager by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest of the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

(2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay held by the Mortgagee, and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does all premiums therefor when due, and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does all premiums therefor when due, and that it does hereby assign to the Mortgagee the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.