GREENVILLEICO: S. C.

MORTGAGE SEP 16 8 1,1 AH 1990K 1166 PAGE 375

OLLIE FARNSWORTH

THE STATE OF GEORGIA, COUNTY OF FULTON

TO ALL WHOM THESE PRESENTS MAY CONCERN:

This Mortgage, made as of this l6th day of September 1970, between A.T.L., INC. ("Mortgagor"), a Georgia corporation, and LIFF & CASUALTY INSURANCE COMPANY OF TENNESSEE ("Mortgagee").

WHEREAS, Mortgagor, by its certain 11-1/4% secured promissory note (the "Note") bearing even date herewith, payable to the order of Mortgagee, stands firmly held and bound unto Mortgagee in the penal sum of \$1,000,000.

NOW, KNOW ALL MEN, that Mortgagor, in consideration of the said indebtedness, and for better securing payment thereof to Mortgagee; and also in consideration of the further sum of THREE DOLLARS to Mortgagee in hand well and truly paid by Mortgagor 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 the real property described in Schedule A annexed hereto.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises unto Mortgagee, its successors and assigns forever.

AND the Mortgagor does hereby bind itself and its successors to warrant and forever defend all and singular the said premises unto Mortgagee, its successors and assigns, from and against itself and its successors, lawfully claiming, or to claim the same, or any part thereof.

This Mortgage, together with certain other mortgages and deeds of trust (collectively, including this Mortgage, the "Individual Mortgages"), is given to secure the payment of the Note which is being issued to Mortgagee pursuant to the terms of a certain Note Purchase Agreement between Mortgagor and Mortgagee dated as of September 1, 1970 (the "Note Purchase Agreement"). The properties (the "Mortgaged Properties") described in the Individual Mortgages, all of which are being recorded, are covered by the provisions of a blanket mortgage from Mortgagor to Mortgagee, dated as of the date hereof, as the same may from time to time be supplemented and amended (the "Blanket Mortgage"). The Blanket Mortgage is annexed hereto as Schedule B and the terms and

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