

Record and Return To: Abraham Zylberberg, Sullivan & Cromwell, 125 Broad
Street, New York, New York 10004

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STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

NAVCO, INC., a corporation organized and existing under the laws of
the State of Tennessee, who address is: *540 N. College Ave., Chattanooga*
Tenn. 37402, (hereinafter referred to as Mortgagor)

SENDS GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto MARINE MIDLAND
BANK, a New York banking corporation, whose address is: 140 Broadway,
New York, New York 10015, (hereinafter referred to as Mortgagee) as
evidenced by the Mortgagor's promissory note(s) of even date herewith, the
terms of which are incorporated herein by reference, in the sum of Sixty-
four Thousand and No/100 (\$64,000.00) Dollars, as provided in Collateral
Mortgage No. 29 made by the Mortgagor and payable to the order of the
Mortgagee; and

WHEREAS, the Mortgagor may hereafter become indebted to the said
Mortgagee for such further sums as may be advanced to or for the Mortgagor's
account for taxes, insurance premiums, public assessments, repairs, or
for any other purpose, and

WHEREAS, the unpaid balance of said debt or debts shall be due and
payable on demand.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the afore-
said debt, and in order to secure the payment thereof and of any other and
further sums for which the Mortgagor may be indebted to the Mortgagee at
any time for advances made to or for his account by the Mortgagee, and to
secure the performance of all the covenants, conditions, stipulations and
agreements contained herein and/or in any other document given by the
Mortgagor to the Mortgagee in connection therewith, and also in consideration
of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well
and truly paid by the Mortgagee 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 the Mortgagee, its successors and assigns:

All that certain piece, parcel or lot of land near the City of
Greenville, in the County of Greenville, State of South Carolina,
on the Western side of Poinsett Highway and the Southeastern side
of Hammett Street and according to a plat entitled "Property of
Berry's Inc.," by C. O. Riddle, dated February, 1967, having the
following metes and bounds, to-wit:

BEGINNING at an iron pin at the Southeastern intersection of
Poinsett Highway and Hammett Street and running thence with Hammett
Street S. 48-13 W. 168.4 feet to an iron pin; thence S. 0-17 W.
65.2 feet to an iron pin; thence S. 89-43 E. 125 feet to an iron
pin on the Western edge of Poinsett Highway; thence with said
Poinsett Highway N. 0-17 E. 178 feet to an iron pin, the point of
beginning.

DERIVATION: This is the same property conveyed to Mortgagor NAVCO,
Inc. by Kayo Oil Company by deed dated the same date of this Mortgage
and recorded herewith.

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