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GREENVILLE CO S.C.

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DONNIE S. TANKERSLEY
R.M.C. BOOK

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STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

*Donnie S. Tankersley
R.M.C.*

TO ALL WHOM THESE PRESENTS MAY CONCERN:

GOLDSTON INC., a North Carolina corporation (herein called mort-
gagor), SENDS GREETINGS:

WHEREAS, this mortgage is given as security for the obliga-
tions (the "Obligations") of mortgagor under its Guaranty Agreement
(the "Guaranty") of even date herewith with FLUOR CORPORATION, a
Delaware corporation (herein called mortgagee), pursuant to which
mortgagor has guaranteed certain obligations and indebtedness of
Hertz Penske Truck Leasing, Inc., a Delaware corporation (herein
called obligor), in the amount of \$4,477,200. Upon the sale,
conveyance, transfer or alienation, whether voluntary or involun-
tary, of the property covered by this mortgage, or any part of
or interest in such property, mortgagee shall have the right at
its option to declare the indebtedness so guaranteed immediately
due and payable unless obligor has prior to any such sale, con-
veyance, transfer or alienation, delivered to mortgagee an irrev-
ocable letter of credit issued by a United States bank acceptable
to mortgagee (the approval of which will not be unreasonably
withheld) in the form previously agreed to by obligor and mortga-
gee in an amount equal to the book value of the property covered
by this mortgage at the time the letter of credit is issued.
Upon request by obligor, mortgagee shall release said property
from the lien of this mortgage upon receipt of a letter of credit
in conformity with the preceding sentence.

If at any time default be made in respect to any condi-
tion, agreement or covenant contained herein or in the Guaranty,
then all the Obligations shall become immediately due and payable,
at mortgagee's option, who may sue thereon and foreclose this
mortgage; the mortgagor promises to pay all costs and expenses
including a reasonable attorney's fee, these to be added to the
Obligations, and to be secured under this mortgage.

NOW, KNOW ALL MEN, That the mortgagor, in consideration of
the Obligations, and for better securing the payment thereof to
the mortgagee according to the terms of the Guaranty, and also
in consideration of the further sum of THREE DOLLARS, to the
mortgagor in hand well and truly paid by the mortgagee, at and
before the signing of these Presents, the receipt of which is
hereby acknowledged, has granted, bargained, sold and released,
and by these Presents does grant, bargain, sell and release unto
the mortgagee all of the following described real estate (the
"Premises"):

PAID SATISFIED AND CANCELLED THIS 20th DAY OF MARCH, 1984.
THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

BY *Wm. Snow*, Vice President
Wm. Snow, Vice President

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George M. Furderson
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