SECURITY AGREEMENT

1. Grant of Security Interest.

A LIMITED PARTNERSHIP

2320 E. North Street

Greenville

Greenville

South Carolina

(No. aud Street

(City)

(County)

State

herein called Debtor, for value received, hereby grants to

The First National Bank of South Garolina, Greenville, South Carolina

herein called Secured Party, a security interest in the following property, herein called Collateral:

- (a) the property described in Schedule A annexed hereto, and made a part hereof;
- (b) all property, goods and chattels of the same classes as these scheduled acquired by the Debtor subsequent to the execution of this agreement and prior to its termination;
- (c) proceeds of the Collateral; and
- (d) all increases, substitutions, replacements, additions, and accessions thereto,

to secure the payment and performance of the following obligations: Debtor's note and mortgage (deed of trust, or security deed, as the case may be) of even date herewith in the amount of \$150.000.00, with interest, together with any additional sums that may hereafter be advanced under either of said instruments, and this security agreement shall secure the payment of any and all extensions or renewals and successive extensions of said note and mortgage.

- 2. Ownership of Collateral. Debtor represents that he is the owner of all property described in Schedule A hereto; that he has the right to convey a security interest in such property to the Secured Party; and that no other person has or purports to have any right, title, lien, encumbrance, adverse claim, or interest in such property except as disclosed in writing to, and accepted in writing by, the Secured Party.
- •3. Use of Collateral. Debtor represents that the Collateral has been acquired and is used by the Debtor, or will be acquired and will be used, primarily for the purpose checked below
 - () equipment used in farming operations
 - (x) business (other than farming)

and if checked here (x) the Collateral will be acquired with the proceeds of said note.

- 4. Acts to be Performed by Debtor. Debtor agrees as follows:
 - (a) Payment and Performance. Debtor shall pay and perform all of the obligations secured by this agreement according to their terms.
 - (b) Further Assurances. Debtor shall defend the title to the Collateral against all persons and against all claims and demands whatsoever, and shall indemnify Secured Party for all costs, fees, and expenses incurred in connection with such claims and demands. On demand by Secured Party, Debtor shall (1) furnish further assurance of title, (2) execute any written instruments or do any other acts necessary to make effective the purposes and provisions of this agreement, and (3) execute any instrument or statement required by law or otherwise in order to perfect or continue the security interest of the Secured Party in the Collateral and pay all costs of filing in connection therewith.
 - (c) Possession and Removal. Debtor may remain in possession of the Collateral artil default under this agreement. Debtor shall not permit the Collateral to be removed from its weight location without consent of the Secured Party.
 - (d) Sale and Exchange. Debtor shall not, without the written consent of the Secured Party, sell, exchange, contract to sell, lease, encumber or transfer the Collateral, and whether or not such consent has been obtained, the proceeds of such sale, exchange, or transfer shall be (1) applied on the obligations secured by this agreement, or (2) subject to the security interest of this agreement; but nothing herein shall prevent the sale, subject to the security interest hereof, of the Collateral to a purchaser of the premises upon which the Collateral is located. Notwithstanding the foregoing. Debtor shall have the right without the consent of the Secured Party, to remove and dispose of, free from the security interest of this agreement, such Collateral as from time to time may become worn out or obsolete, provided that either:
 - (1) simultaneously with or prior to such removal any such Collateral shall be replaced with other property of a value at least equal to that of the replaced Collateral and free from any security interest (other than the security interest hereof) or other encumbrance and from any reservation of title, and by such removal and replacement Debtor shall be deemed to have subjected such replacement property to this agreement, or
 - (2) any net cash proceeds received from such disposition shall be paid over promptly to the Secured Party to be applied to the last installments due on the indebtedness secured, without any charge for prepayment.

· Complete blanks