

TOGETHER WITH all buildings, structures and other improvements now or hereafter located on said land or any part or parcel thereof.

TOGETHER WITH all awards or payments, including interest thereon and the right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of, or decrease in the value of said land, to the extent of all amounts which may be secured by this Mortgage and Security Agreement at the date of receipt of any such award or payment by Beneficiary and of the reasonable attorneys' fees, costs and disbursements incurred by Beneficiary in connection with the collection of such award or payment.

TO HAVE AND TO HOLD the premises and all parts, rights, members and appurtenances thereof, to the use, benefit and behoof of the Beneficiary, its successors and assigns, in fee simple forever; and the Grantor covenants that they are lawfully seized and possessed of the premises in fee simple and have good right to convey the same, that the same are unencumbered except as indicated on Exhibit B attached hereto and that the Grantor will warrant and defend the title thereto against the claims of all persons whomsoever.

This conveyance is intended (i) to constitute a security agreement as provided under the Uniform Commercial Code of South Carolina and (ii) to operate as a mortgage under those provisions of the existing laws of the State of South Carolina relating to mortgages, and is given to secure a debt evidenced by a certain First Mortgage Real Estate Note (hereinafter called the "Note" and to which reference is made for all purposes) of even date herewith executed by the Grantor, payable to the order of the Beneficiary at the office and place of business of Beneficiary in Hartford, Connecticut, or at such other place as the holder may from time to time require, in the principal sum of Nine Hundred Eighty-Five Thousand and No/100 Dollars (\$985,000.00), with interest thereon from date at the rate therein specified, as follows:

Principal and interest on said Note shall be payable as specified and provided therein. Said Note includes provision for the payment of principal, interest and attorneys' fees, the payment of each of which is secured by this Mortgage and Security Agreement. Unless sooner paid, all sums due and payable under said Note shall be paid not later than the 180th month following the month in which the first installment of principal and interest is paid, and in any event, not later than October 1, 1993. As of the date of said Note, Nine Hundred Eighty-Five Thousand and No/100 Dollars (\$985,000.00) of principal has been advanced by Beneficiary.

The Grantor covenants with the Beneficiary as follows:

1. The Grantor will pay the indebtedness secured hereby in accordance with the terms hereof and of said Note, and will pay when due all taxes (subject to provisions of paragraph 2 hereof), assessments, levies and other charges of every character upon or against the premises, said Note, this instrument or any interest of the Grantor or Beneficiary therein, including without limitation, all taxes assessed in South Carolina against the Beneficiary on this instrument or the sum secured hereby evidenced by said Note, provided the amount of such latter taxes with the interest on the sum secured hereby does not exceed the maximum permitted by law, but if it does, the excess may be paid by the Beneficiary; and the Grantor will immediately upon request by Beneficiary deliver to the Beneficiary copies of official receipts for all payments of such taxes, assessments, levies and other charges.

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