

Agreement, together with the aforesaid Factoring Agreement, will hereinafter, for convenience, be collectively referred to as the "Loan Agreement"), and the parties hereto intend that the within Mortgage and Security Agreement (hereinafter called "Mortgage"), shall secure and collateralize all of the obligations of the Mortgagor to the Mortgagee arising under any of the aforesaid documents; and,

WHEREAS, the Mortgagor may hereafter become indebted to the Mortgagee for such other 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, without limiting the generality of any of the provisions hereof, this Mortgage also secures, in accordance with Section 29-3-50 of the Code of Laws of South Carolina, 1976: (1) all existing indebtedness of the Mortgagor to the Mortgagee evidenced by promissory notes or other instruments referred to herein and all renewals and extensions thereof; (2) all future advances that may subsequently be made to the Mortgagor by the Mortgagee to be evidenced by promissory notes, other instruments referred to herein, or pursuant to the Loan Agreement and all renewals and extensions thereof, and; (3) all other indebtedness of the Mortgagor to the Mortgagee now due or to become due, or hereafter contracted for pursuant to any of the instruments referred to herein and being secured hereby with the maximum principal amount of all existing indebtedness, future advances, and all other indebtedness outstanding at any one time not to exceed the total sum of Seven Million Five Hundred Thousand and No/100ths (\$7,500,000.00) Dollars, together with interest thereon, attorney's fees and costs.

NOW, KNOW ALL MEN, that the Mortgagor, in consideration of the aforesaid 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 its account by the Mortgagee, and to secure the performance of all the covenants, conditions,