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DONNIE S. TANKERSLEY  
MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT ("Mortgage"), made as of this 27th day of August, 1982, between WOVEN ELECTRONICS CORPORATION, a South Carolina corporation ("Mortgagor") having as a mailing address Evans Street, City View, P. O. Box 367, Greenville, South Carolina 29602, and CITICORP INDUSTRIAL CREDIT, INC., a Delaware corporation ("Mortgagee") having as a mailing address Suite 800, 211 Perimeter Center Parkway, Atlanta, Georgia 30346.

W I T N E S S E T H :

WHEREAS, Mortgagor is or hereafter may become liable, obligated or indebted to Mortgagee as follows (such liabilities, obligations and indebtedness hereinafter collectively referred to as the "Obligations"):

(a) The debt evidenced by that certain Promissory Note (hereinafter referred to as the "First Note" and which First Note, by this reference, is made a part hereof to the same extent as if set out in full herein) dated of even date herewith, made by Mortgagor, payable to the order of Mortgagee in the principal face amount of Five Hundred Seventy-Eight Thousand and No/100 Dollars (\$578,000), with the final payment being due seventy-two (72) months from the date hereof; together with any and all renewals and/or extensions of the indebtedness evidenced by the First Note;

(b) The debt evidenced by that certain Promissory Note (hereinafter referred to as the "Second Note" and which Second Note by this reference, is made a part hereof to the same extent as if set out in full herein; the First Note and the Second Note are collectively referred to as the "Notes") dated of even date herewith, made by Mortgagor payable to the order of Mortgagee in the principal face amount of One Million One Hundred Thousand and No/100 Dollars (\$1,100,000), with the final payment being due sixty (60) months from the date hereof, together with any and all renewals and/or extensions of the indebtedness evidenced by the Second Note;

(c) All present and future loans and advances made by Mortgagee to Mortgagor pursuant to that certain Financing Agreement (hereinafter referred to as the "Financing Agreement" and which Financing Agreement, by this reference, is made a part hereof to the same extent as if set out in full herein), dated of even date herewith by and between Mortgagor and Mortgagee whereby Mortgagee has agreed to make revolving credit loans to Mortgagor in a total amount of up to Six Million Three Hundred Twenty-Two Thousand and No/100 Dollars (\$6,322,000) in addition to the loans evidenced by the Notes;

(d) All other "Obligations" of Mortgagor to Mortgagee, as that term is defined in the Financing Agreement; and

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