

Mortgagee's Address:  
P. O. Box 78  
Jackson, MS 39205

A. 1839 713

GRFF

Loan No.

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (herein called this "Mortgage"), made as of June 2, 1983, between SUNBELT PROPERTIES, INC., a South Carolina Corporation, having its principal place of business at 227 N. Pleasantburg Drive, Greenville, South Carolina 29606 and SOUTHERN FARM BUREAU LIFE INSURANCE COMPANY, a Mississippi corporation (Mortgagee), having its principal place of business at Jackson, Mississippi.

W I T N E S S E T H:

WHEREAS, the Mortgagor has borrowed from and is indebted to the Mortgagee in the sum of \$975,000.00, to be paid according to the terms and conditions of a Note (the Note) of even date herewith, according to its terms, the final payment of which is due and payable as set forth in the note hereinafter identified, executed by Mortgagor and delivered to and accepted by Mortgagee, an unexecuted copy of which note is attached, marked Exhibit "A" and by this reference made a part of this Mortgage (such Note and any notes issued in exchange therefor or in replacement thereof and any modifications thereto are herein called the "Note").

NOW, THEREFORE, to secure the payment of the principal of, premium, if any, and the interest and any other sum payable on the Note or this Mortgage and the performance and observance of all the provisions hereof and of the Note and such future or additional advances as may be made by the Mortgagee, at its option to the Mortgagor, or its successors in title (which such advances may be made for any purpose, provided that all such advances are to be made within 20 years from the date of this Mortgage, or within such lesser period of time as may be provided hereafter by law as a prerequisite for the sufficiency of actual notice or record notice of the optional future or additional advances as against the rights of creditors or subsequent purchaser for valuable consideration) and provided further, the total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed two (2) times the principal amount of the Note plus interest and any disbursements made for the payment of taxes, levies or insurance on the property covered by the lien of this Mortgage with interest on those disbursements Mortgagor hereby grants, bargains, sells, conveys, assigns, transfers, mortgages, pledges, delivers, sets over, warrants and confirms to the Mortgagee:

ALL that certain lot, piece, or parcel of land (the "Property"), lying and being in the County of Greenville, State of S. C., bounded and described in Exhibit "B" hereto attached and hereby made part of this Mortgage.

TOGETHER WITH all and singular the tenements, hereditaments, easements, riparian or other rights and appurtenances thereunto belonging or in anywise appertaining, and the rights, if any, in all adjacent roads, ways, streams and alleys; and the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor, of, in and to the same and of, in and to every part and parcel thereof.

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STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY  
STAMP  
TAX 390.00

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