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STATE OF SOUTH CAROLINADINA

COUNTIES OF GREENVILLE, SPARTANBURG, LAURENS, AND KERSHAW

TO ALL WHOM THESE PRESENTS MAY CONCERN: CENCOM OF SOUTH CAROLINA, a South Carolina Limited Partnership (hereinafter referred to as "Mortgagor") SENDS GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto PITTSBURGH NATIONAL BANK and FIRST UNION NATIONAL BANK (hereinafter collectively referred to as "Mortgagee"), pursuant to the terms of a Credit Agreement of even date herewith and notes to be issued pursuant thereto; and,

WHEREAS, the Mortgagor desires and intends by this mortgage to secure repayment of its obligations under the Credit Agreement and the notes and all renewals, modifications, extensions or replacements of the liabilities arising thereunder up to the amount of \$200,000.00, together with all interest, costs, expenses and attorneys' fees accruing or incurred in connection therewith.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof and 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, stipulations and agreements contained herein and/or in any other document given by the Mortgagor to the Mortgagee in connection therewith, and also in consideration of the further sum of Three and no/100 (\$3.00) dollars to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

> ALL THOSE PIECES, PARCELS OR TRACTS OF LAND MORE PARTICULARLY DESCRIBED ON EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER WITH all and singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said Premises unto the said Mortgagee, its successors and Assigns, forever, and the Mortgagor does hereby bind itself and its successors, and Administrators to warrant and forever defend all and singular the said Premises unto the said Mortgagee, its Successors and Assigns, from and against the Mortgagor and its Successors and Assigns and every person whomsoever lawfully claiming or to claim the same or any part thereof.

The Mortgagor covenants and agrees to faithfully perform each and every obligation and agreement contained in this mortgage, the Credit Agreement, and notes secured hereby, and in any other document given in connection with the

THE WITHIN MORTGAGE IS BEING EXECUTED IN FOUR ORIGINAL COUNTERPARTS TO FACILITATE RECORDING OF THIS INSTRUMENT IN EACH OF THE COUNTIES IN WHICH THE MORTGAGED PREMISES ARE SITUATE. EACH OF SAID COUNTERPARTS SHALL BE DEEMED TO BE AN ORIGINAL, BUT ALL OF SUCH COUNTERPARTS SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT.

> DOCUMENTARY STAMP

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