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FILED
GREENVILLE CO. S.C.
JUN 16 10 00 AM '83
DONNIE S. WATKINS
R.M.C.

STATE OF SOUTH CAROLINA)
) MORTGAGE
COUNTY OF GREENVILLE)

THIS MORTGAGE made this 15th day of June, 1983, by ARKON CORPORATION, a South Carolina corporation, whose address is 315 Pendleton Road, Greenville, South Carolina 29611 ("Mortgagor") and MANUFACTURERS HANOVER LEASING CORPORATION, a New York corporation ("Mortgagee"), whose address is 270 Park Avenue, New York, New York 10017.

W I T N E S S E T H :

WHEREAS, Mortgagor has executed and delivered to Mortgagee that certain promissory note of even date herewith (the "Note") payable to the order of Mortgagee in the principal amount of \$14,000,000, the final payment of which is due on or before the first day of March, 1992, and which is incorporated herein by reference to the same extent as though set out in full herein, and Mortgagor is indebted to Mortgagee for amounts disbursed under the Note, together with interest thereon;

NOW, THEREFORE, (a) to secure the performance and observance by Mortgagor of all covenants and conditions contained in the Note, in any renewal, extension, or modification thereof, in this Mortgage and in all other instruments securing the Note; (b) to secure payment and performance by Mortgagee of each and every obligation, liability, covenant and condition of Mortgagee contained in that certain Loan Agreement of even date herewith between Mortgagee, as lender, and Mortgagor, as borrower (the "Loan Agreement"), and in any of the Loan Documents, as that term is defined in the Loan Agreement (the "Loan Documents"); and (c) also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina 1976, all future advances and re-advances that may subsequently be made to Mortgagor by Mortgagee, which shall not exceed the sum of

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