

STATE OF SOUTH CAROLINA )  
 COUNTY OF GREENVILLE )

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (hereinafter referred to as the "Mortgage"), made August 30, 1983, by and between SWS International, Inc., a Georgia corporation whose address is c/o Julian LeCraw, III, Peachtree Park Drive, Atlanta, Georgia 30309. (hereinafter referred to as "Mortgagor") and Trust Company Bank, a Georgia banking institution, whose address is P. O. Box 4418, Atlanta, Georgia 30302, Attention George N. Sandell, First Vice President (hereinafter referred to as "Mortgagee");

W I T N E S S E T H:

That for good and valuable consideration, and (a) to secure the payment of a Note of even date herewith in the principal amount of Eight Million Six Hundred Thousand and 00/100 Dollars (\$8,600,000.00) (hereinafter referred to as the "Note") together with interest thereon or so much thereof as may be advanced at the rate specified therein and; (b) to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina 1976: (i) all future advances and re-advances that may subsequently be made to Mortgagor by Mortgagee, evidenced by the aforesaid Note, or any other promissory notes, and all renewals and extensions thereof; provided, however, that nothing contained herein shall create an obligation on the part of Mortgagee to make future advances or re-advances to Mortgagor and (ii) all other indebtedness of Mortgagor to Mortgagee, now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed twice the face amount of the Note, plus interest thereon, all charges and expenses of collection incurred by Mortgagee, including court costs, and reasonable attorneys' fees; and (c) 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 Security Agreement and in all other instruments securing the Note, the Mortgagor does grant, bargain, sell, remise, release, and convey unto the Mortgagee, its successors and assigns, the real estate described in Exhibit A, attached hereto and made a part hereof, which, with the property hereinafter described, is referred to herein as the "Premises";

TOGETHER WITH:

(a) All buildings and improvements, now or hereafter located thereon, all privileges and other rights now or hereafter made appurtenant thereto including, without limitation, all right, title and interest of Mortgagor in and to all streets, roads and public places, opened or proposed and all easements and rights of way, public or private, now or hereafter used in connection with the Premises; and

(b) All fixtures, fittings, furnishings, appliances, apparatus, equipment, and machinery, including, without limitation, all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, ovens, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets and other air-conditioning, plumbing, and heating fixtures, mirrors, mantles, refrigerating plant, refrigerators, iceboxes, dishwashers, carpeting, furniture, laundry equipment, cooking apparatus and appurtenances, and all building material, supplies and equipment now or hereafter delivered to the Premises and intended to be installed therein; all other fixtures and personal property of whatever kind and nature at present contained in or hereafter placed in any building standing on the Premises; such other goods, equipment, chattels and personal property as are usually furnished by landlords in letting premises of the character hereby conveyed; and all renewals or replacements thereof or articles in substitution thereof; and all proceeds and profits thereof and all of the estate, right, title and interest of the Mortgagor in and to all property of any nature whatsoever, now or hereafter situated on the Premises or intended to be used in connection with the operation thereof shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, and all persons claiming by, through or under them and shall be deemed to be a portion of the security for the

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