

State of South Carolina

DEC 29 12 26 PM '83

DONNIE J. WEAVER  
R.M.C.

Mortgage of Real Estate 1041-808

County of Greenville

THIS MORTGAGE is dated December 29, 1983

THE "MORTGAGOR" referred to in this Mortgage is Aquenergy Systems, Inc.

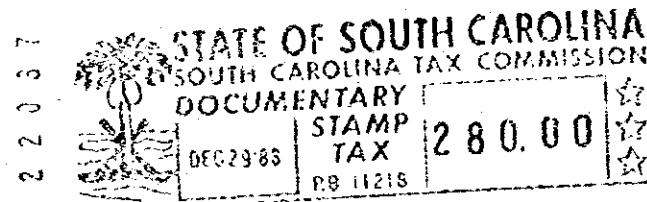
THE "MORTGAGEE" is BANKERS TRUST OF SOUTH CAROLINA, whose address is Bankers Trust Plaza, 7 North Laurens Street, Greenville, South Carolina

THE "NOTE" is a note from Mortgagor

to Mortgagee in the amount of \$496,000.00, dated December 29, 1983. The Note and any documents renewing, extending or modifying it and any notes evidencing future advances are all referred to as the "Note" and are considered to be a part of this Mortgage. The final maturity of the Note is December 15, 1985. The amount of debt secured by this Mortgage, including the outstanding amount of the Note and all Future Advances under paragraph 13 below, shall at no time exceed \$ 700,000.00, plus interest, attorneys' fees, and court costs incurred in collection of amounts due hereunder, and Expenditures by Mortgagee under paragraph 5 below. Interest under the Note will be deferred, accrued or capitalized, but Mortgagee shall not be required to defer, accrue or capitalize any interest except as provided in the Note.

THIS MORTGAGE is given to secure to Mortgagee the repayment of the following amounts, with interest: (a) the indebtedness evidenced by the Note; (b) any Future Advances made under paragraph 13 below; (c) Expenditures by Mortgagee under paragraph 5 below; and (d) attorneys' fees, court costs and other amounts which may be due under the Note and this Mortgage. In consideration of the above indebtedness and for other valuable consideration which Mortgagor acknowledges receiving, Mortgagor does hereby mortgage, grant and convey to Mortgagee, its successors and assigns, the following described property:

See Schedule "A", attached hereto



SC10 -----3 DE29 83 071

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference hereto);

This mortgage also secures a guaranty by Mortgagor of a Note executed by C. Thomas Wyche, E.D. Sloan, Jr., John M. Sterling, Jr., Tecumseh Hooper, Jr. Minor Shaw and Ralph H. Walker, Jr. in favor of Mortgagee in the principal amount of \$204,000.00, plus interest.

BT-002 (10/82)

1041-808