

NOW, THEREFORE, KNOW ALL MEN, that Mortgagor, in consideration of the aforesaid debt, and in order to secure payment thereof and of any other and further sums for which Mortgagor and/or Borrower may be indebted to Mortgagee at any time for loans and advances or other financial accommodations made to or for the benefit or account of Mortgagor or Borrower (up to the principal sum of \$650,000.00, plus disbursements, interest, attorneys' fees, court costs and expenses, as hereinabove provided), and to secure the performance of all of the covenants, conditions, stipulations and agreements contained herein or in the Loan Agreement or in any other documents executed by Mortgagor and/or Borrower to Mortgagee in connection therewith, and also in consideration of the further sum of three dollars (\$3.00) to Mortgagor in hand well and truly paid by Mortgagee at and before the signing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, conveyed, sold and released, and by these presents does grant, bargain, convey, sell, and release unto Mortgagee, its successors and assigns, all those pieces, parcels or tracts of land with improvements thereon or hereafter constructed thereon, situate, lying and being in Greenville County, South Carolina, and being more particularly described in Exhibit A attached hereto and incorporated herein by reference as if fully set forth herein (hereinafter sometimes called the "real estate" or the "mortgaged real estate").

TO HAVE AND TO HOLD the premises and all parts, rights, members and appurtenances thereof, to the use and benefit of Mortgagee, its successors and assigns, forever; and Mortgagor covenants with Mortgagee that it is lawfully seized and possessed of the real estate in fee simple and has good right to sell and convey the same; that the real estate is free and clear of all liens and encumbrances except as indicated on Exhibit B attached hereto; and Mortgagor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the mortgaged real estate unto Mortgagee, its successors and assigns, against all persons who may assert any claim whatever against or to the whole or any part of the said property.

PROVIDED, HOWEVER, that if Mortgagor and/or Borrower shall promptly pay or cause to be paid to Mortgagee all sums secured hereby and shall keep, perform and observe all the covenants and promises contained in the Loan Agreement, the Guaranty and in all other instruments evidencing and/or securing the indebtedness secured hereby, to be kept, performed and observed by Mortgagor and/or Borrower, then this Mortgage shall cease and be void; otherwise to remain in full force and effect.

Mortgagor covenants with Mortgagee as follows:

1. Mortgagor and/or Borrower will pay the indebtedness secured hereby in accordance with the terms thereof, and will pay when due all taxes, assessments, levies and other charges of every character upon or against the premises, this instrument or any interest of Mortgagor or Mortgagee therein, including without limitation, all taxes assessed in South Carolina against Mortgagee on this instrument or the sums secured hereby.

2. Mortgagor will keep the buildings and other improvements nor or hereafter on the real estate insured against loss or damage in such amounts as Mortgagee may from time to time require. All such policies shall be held by Mortgagee and shall contain a non-contributory standard Mortgagee's endorsement making losses payable to the Mortgagee as its interests may appear. The Mortgagee may, at its option, pay any such insurance premiums, taxes, assessments, levies, or charges against the real estate of which payment, amount and validity thereof the official receipt shall be conclusive evidence; and any