

notes of the Company dated as of June 30, 1983 (hereinafter the "Notes"): (i) NCNB Revolving Note in the original face amount of \$3,000,000.00; (ii) Security Pacific Revolving Note in the original face amount of \$3,000,000.00; (iii) NCNB Term Note in the original principal amount of \$17,000,000.00; and (iv) the Security Pacific Term Note in the original principal amount of \$17,000,000.00; and

WHEREAS, Mortgagor has agreed to guarantee the obligations of the Company to NCNB and Security Pacific under the Loan Agreement and the Notes pursuant to the terms of a Guaranty Agreement, dated as of June 30, 1983, extended by the Mortgagor and certain other guarantors for the benefit of NCNB and Security Pacific (the "Guaranty" - the terms, conditions and defined terms of which are hereby incorporated by reference); and

WHEREAS, Mortgagor has agreed that the payment of all said indebtedness, together with any renewals, modifications, amendments or extensions thereof, shall be secured by conveyance to the Mortgagee of the real property hereinafter described.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00) to Mortgagor in hand paid by the Mortgagee, the receipt and sufficiency of which is hereby acknowledged, and for the purpose of securing: (a) the aforesaid indebtedness evidenced by the Notes and the Guaranty, together with any renewals, modifications, amendments or extensions thereof; (b) in accordance with Section 29-3-50, Code of Laws of South Carolina 1976, all future advances that may subsequently be made to the Company by NCNB and/or Security Pacific under the Notes or otherwise and all renewals, modifications, amendments, or extensions thereof, the repayment of which is guaranteed by the Mortgagor under the Guaranty, and (c) all other indebtedness of the Company and/or the Mortgagor to NCNB and/or Security Pacific, now due or to become due or hereafter contracted, the maximum principal amount of all existing indebtedness, future advances, and all other indebtedness outstanding at any one time, not to exceed \$45,000,000.00, plus interest thereon and costs, including reasonable attorneys' fees as provided in the Guaranty, the Notes and herein, Mortgagor has granted, bargained, sold and released, and by these presents does hereby grant, bargain, sell and release to the Mortgagee, its respective heirs, successors and assigns, all that certain lot(s) or parcel(s) of land in the County of Greenville, State of South Carolina, more particularly described on Exhibit A attached hereto and by this reference made a part hereof.

Together with all additions and improvements thereto, including buildings and fixtures thereon, and all rights, title, and interest of Mortgagor in and to all adjoining streets, alleys, and roads and all easements, rights of way and other appurtenances now or hereafter used or existing in connection therewith, all rents, issues, revenues and profits arising