

Twelve Million Five Hundred Thousand Dollars (\$12,500,000.00), plus interest thereon as provided in the Notes, attorneys' fees and costs.

NOW, KNOW ALL MEN, that Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof and of any other and further sums for which Mortgagor may be indebted to Mortgagee at any time for advances made to or for its account by Mortgagee, and to secure the performance of all the covenants, conditions, stipulations, and agreements contained herein and/or in any other documents given by Mortgagor 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 sealing and delivery of these presents, the receipt hereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, 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 the County of Greenville, in the State of South Carolina, more particularly described on Exhibit A attached hereto and made a part hereof.

TOGETHER WITH all of Mortgagor's right, title and interest now owned or hereafter acquired in the following:

(a) All gas and electric fixtures, radiators, heaters, engines and machinery, boilers, elevators and motors, sinks, water closets, basins, pipes, faucets and other air conditioning, plumbing and heating fixtures, carpeting, furniture, equipment, apparatus and appurtenances, and all building material and equipment now or hereafter delivered to the premises and intended to be installed therein; all trade and manufacturing equipment, machinery, appliances and apparatus; and all renewals or replacements thereof or articles in substitution 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 indebtedness herein mentioned and secured by this Mortgage and Security Agreement;

(b) All right, title and interest of Mortgagor in and to the minerals, shrubs, timber and other emblements now or hereafter on said land or under or above the same;

(c) Any and all rents and income which are now due or hereafter become due by reason of the renting, leasing and bailment of the land and the building improvements, equipment and personal property located thereon;

(d) All buildings, structures and other improvements now or hereafter located on said land or any part or parcel thereof;

(e) All awards or payments, including interest thereon and the right to receive the same, as a result of (i) the exercise of the right of eminent domain, (ii) the alteration of the grade of any street, or (iii) any other injury to, taking of, or decrease in the value of said land, to the extent of all amounts which may be secured by this Mortgage and Security Agreement at the date of receipt