

FILED  
 STATE OF SOUTH CAROLINA ) GREENVILLE CO. S.C.  
 ) Nov 28 11 45 AM '84 AND SECURITY AGREEMENT  
 COUNTY OF GREENVILLE )  
 DONNIE S. BANKERSLEY  
 R.M.C.

THIS MORTGAGE AND SECURITY AGREEMENT (the "Mortgage") dated as of November 1, 1984, between UNITED HEALTHCARE OF SOUTH CAROLINA, INC., a Tennessee corporation (the "Corporation"), as mortgagor, and NATIONAL WESTMINSTER BANK USA, a national banking association (the "Bank"), as mortgagee.

W I T N E S S E T H :

WHEREAS, the Corporation and the Bank have entered into a Reimbursement Agreement dated as of the date hereof (as amended and supplemented from time to time, the "Reimbursement Agreement"), pursuant to which the Bank is issuing its Irrevocable Letter of Credit\* (as amended, extended and renewed from time to time, the "Letter of Credit") concurrently with the execution and delivery of this Agreement for the benefit of the Trustee under an Indenture of Trust dated as of November 1, 1984 (as amended and supplemented from time to time, the "Indenture") between Greenville County, South Carolina (the "Issuer") and Third National Bank in Nashville, as Trustee (the "Trustee"), in support of the Issuer's obligations under the Issuer's Hospital Revenue Bonds (Brierwood Hospital Project) Series 1984 (the "Bonds"); and \*Letter of Credit in the face amount of \$6,076,095.88

WHEREAS, in order to induce the Bank to enter into the Reimbursement Agreement and to issue the Letter of Credit, the Corporation has agreed to convey to the Bank a mortgage lien on the real property, improvements and appurtenances thereto described on Exhibit "A" attached hereto and any and all improvements and appurtenances hereafter located thereon or made thereto on which the psychiatric and alcohol and drug treatment hospital owned by the Corporation is located (the "Hospital") and to grant a security interest in machinery, equipment, inventory and other tangible personal property now or hereafter used, or to be used in connection with the Hospital and in certain revenues, income, rents and receipts of the Corporation, as security for the Corporation's indebtedness, liabilities and obligations under the Reimbursement Agreement; and

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I  
 CONVEYANCE TO BANK

In order to secure the indebtedness and other obligations of the Corporation hereinafter set forth, the Corporation

RECORDED  
 NOV 28 1984  
 O. S. C.

4328 (RV-2)