

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time and to secure the performance of all the covenants, conditions, stipulations and agreements contained herein and/or in any other document given by the Mortgagor to the Mortgagee in connection therewith, and also in consideration of the further sum of Three (\$3.00) Dollars to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

I.

The real property situated in the City of Greenville, South Carolina, described in Exhibit A attached hereto, with all buildings, additions, improvements and fixtures now or hereafter located thereon or therein and with the tenements, hereditaments, servitudes, appurtenances, rights, privileges and immunities thereunto belonging or appertaining which may from time to time be owned by the Mortgagor.

II.

The machinery, equipment or other property described in Exhibit B attached hereto, all substitutions or replacements therefor, and all proceeds of the same.

TOGETHER WITH all and singular the tenements, rights, members, hereditaments, fixtures, and appurtenances to the premises, belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the above granted and described Premises unto the City of Greenville, South Carolina, a body politic and political subdivision of the State of South Carolina, its successors and assigns, forever.

AND, the Mortgagor does hereby bind itself and its successors and assigns to procure or execute any further necessary assurances of title to the said premises, and also to warrant and forever defend all and singular the premises unto the Mortgagee, its successors and assigns, from and against itself and its successors and assigns.

AND IT IS AGREED, by and between the parties hereto, that each and every covenant herein made is predicated upon the condition that any obligation for the payment of money incurred by the Mortgagee shall not create a pecuniary liability of the Mortgagee or a charge upon its general credit or against its taxing powers, but shall be payable solely from the payments derived from the Mortgagor pursuant to the Loan Agreement and nothing in the Bond or in this Mortgage shall be considered as pledging any other funds or assets of the Mortgagee.