

STATE OF SOUTH CAROLINA GREENVILLE COUNTY, S.C. FILED  
MORTGAGE AND SECURITY AGREEMENT  
AND ASSIGNMENT  
COUNTY OF GREENVILLE  
DEC 28 4 26 PM '84

DONNIE S. LAWERSLEY  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

H.K. Development Corp. a South Carolina corporation, (hereinafter referred to as Mortgagor) SENDS GREETING:

WHEREAS, H.K. Development Corp. has requested and received a commitment from Greenville County, South Carolina (hereinafter referred to as Mortgagee) for the issuance of a \$1,000,000.00 Greenville County Industrial Revenue Bond, 1984 (H.K. Development Corp. Project) (the "Bond") the proceeds of which will be loaned by the County to H.K. Development Corp. for the purpose of acquiring, constructing and equipping a warehouse facility on the real property hereinafter described;

WHEREAS, in connection with the Bond, the Mortgagor has executed a Note in favor of the Mortgagee in the principal amount of \$1,000,000.00.

WHEREAS, the Mortgagor has entered into a Loan Agreement with Greenville County, its successors and assigns, dated as of December 1, 1984 pursuant to which H.K. Development Corp. has agreed to pay the Mortgagee such sums as are necessary to make the payments owed by the Mortgagee under the Bond (the "Loan Agreement");

WHEREAS, The South Carolina National Bank has agreed to purchase the Bond from the Mortgagee;

WHEREAS, the Mortgagee has assigned its rights under the Loan Agreement to The South Carolina National Bank and endorsed the Note evidencing this payment and obligation to The South Carolina National Bank;

WHEREAS, in order to induce The South Carolina National Bank to purchase the Bond from the Mortgagee and as security for the payment of the sums due under the Note, the Bond and the Bond Ordinance, the Mortgagor has agreed to mortgage the hereinafter described property to the Mortgagee;

WHEREAS, the Mortgagor is well and truly indebted unto the Mortgagee under this industrial revenue financing in the sum of One Million and No/100ths (\$1,000,000.00) Dollars, with interest thereon as provided in said Note, said principal and interest to be paid as therein stated;

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee under this Industrial Revenue Bond Financing for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purpose; and

WHEREAS, the unpaid balance of said debt of \$1,000,000.00, exclusive of interest, costs, and additional sums payable under this Industrial Revenue Bond financing, if not sooner paid, shall be due and payable on June 1, 1995.

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