

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, including but not limited to those sums due and payable under two previous industrial revenue financings as hereinafter set forth, made to or for his account by the Mortgagee, 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 to secure in accordance with Section 29-3-50, as amended, of the Code of Laws of South Carolina (1976) all future advances and re-advances that may subsequently be made to Mortgagor by Mortgagee, evidenced by the aforesaid Note, or any other promissory notes, and all renewals and extensions thereof; and all other indebtedness of Mortgagor to Mortgagee, now or hereafter existing, whether direct or indirect, plus interest thereon, all charges and expenses of collection incurred by the Mortgagee, including court costs, and reasonable attorneys fees, and to also charge the properties, interests and rights hereinafter described with such payment, performance and observance, 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.

All of Mortgagor's interest as Lessee under that certain Lease Agreement between Greenville County, South Carolina, as Lessor, and the Mortgagor, as Lessee, dated and recorded April 17, 1980 in Deed Book 1124 at Page 86 in the RMC Office for Greenville County, South Carolina, amended by Agreement dated as of December 1, 1984 to be recorded simultaneously with this Mortgage and Security Agreement and covering the premises situate, lying and being in the County of Greenville, South Carolina, described in Exhibit A attached hereto.

II.

All machinery, equipment, fixtures, improvements or other property described in Exhibit B attached hereto and situate on the premises described in Exhibit A attached hereto, all substitutions, replacements, additions, renewals or accessions 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 Greenville County, South Carolina, a body politic and political subdivision of the State of South Carolina, its successors and assigns, forever.