STATE OF SOUTH CAROLINA )

COUNTY OF GREENVILLE )

FILED
GREENVILLE CO. S.C.

MORTGAGE

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TO ALL WHOM THESE PRESENTS MAY CONCERN: TRITOR, U.S.A., INC., a corporation organized and existing under the laws of the State of Nevada, (hereinafter referred to as Mortgagor),

SENDS GREETING:

WHEREAS, the Mortgagor is and/or is about to become well and truly indebted unto BANK OF MONTREAL, one of the chartered banks of Canada, (hereinafter referred to as Mortgagee), for debts contracted to the Mortgagor in the course of its banking business as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Two Million and No/100 ($2,000,000.00) DOLLARS (hereinafter referred to as the said Sum), with interest thereon as provided in said promissory note, said principal and interest to be paid as therein stated, and

WHEREAS, the Mortgagee has demanded from the Mortgagor additional security for repayment of the said Sum and interest thereon and also for repayment of all other present and future indebtedness and liability of the Mortgagor to the Mortgagee whether now existing or hereafter created and interest thereon, together with 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, (all of which said Sum and other present and future indebtedness and liability and interest is hereinafter sometimes referred to as the said Indebtedness), and

WHEREAS, the unpaid balance of said debt or debts, shall be due and payable on demand.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debts, and in order to secure the repayment of the said Indebtedness and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances 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 also in consideration of the further sum of Three Dollars ($3.00) 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, the premises more particularly described in Exhibit A attached hereto and made a part hereof.

Together with all and singular the easements, ways, rights, privileges, members, hereditaments and appurtenances to the same belonging or in any way incident or appertaining, including but not limited to, all and singular the buildings and improvements now and hereafter thereon (including all materials to be used in the construction, maintenance and repair of same), together with all equipment, machinery and fixtures now owned or hereafter acquired by the Mortgagor, including, without limitation, all shades, wall-to-wall carpeting, screens and screening, awnings, plants, shrubs, and landscaping, elevators, plumbing material, gas and electrical fixtures and equipment, and all heating, cooling, air conditioning and lighting fixtures, equipment and/or apparatus now or hereafter on said premises, whether affixed or annexed or not, and used or usable in connection with

Bank of Montreal

November, 1979

Witness as to Assn. Mgr.

Witness as to Assn. Mgr.

Stadaart Act. Mgr.

Francis Act. Mgr.

Bank of Montreal

Bank of Montreal

Bank of Montreal