

This instrument prepared by:

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Post Office Box 540
Greensboro, North Carolina 27402

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MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (hereinafter called "Mortgage"), executed and delivered this 10th day of July, 1984, by WOVEN ELECTRONICS CORPORATION, a South Carolina corporation (hereinafter called "Borrower"), whose mailing address is Evans Street, City View, Post Office Box 367, Greenville, South Carolina 29602, in favor of BARCLAYSAMERICAN/BUSINESS CREDIT, INC., a Connecticut corporation (hereinafter called "Lender"), whose mailing address is 129 West Trade Street, Post Office Box 30531, Charlotte, North Carolina 28230;

WITNESSETH:

WHEREAS, Borrower is or may hereafter become liable, obligated or indebted to Lender as follows (such liabilities, obligations and indebtedness being hereinafter collectively referred to as the "Obligations"):

(a) The indebtedness evidenced by that certain Secured Promissory Note ("Installment Note"), dated of even date herewith, made and executed by Borrower to the order of Lender in the original principal amount of Four Million Dollars (\$4,000,000.00), together with any and all renewals, extensions or modifications of the indebtedness evidenced by the Installment Note;

(b) All present and future loans and advances made from time to time by Lender to or for the benefit of Borrower pursuant to the terms and provisions of that certain General Loan and Security Agreement (the "Loan Agreement"), dated of even date herewith, between Borrower and Lender, and all other instruments, agreements or documents referred to or contemplated thereby (the Installment Note, the Loan Agreement and all other such instruments, agreements or documents being hereinafter collectively called the "Loan Documents"), whereby Lender has agreed to make revolving credit loans to Borrower in a total amount of up to five million dollars (\$5,000,000.00) in addition to the loan evidenced by the Installment Note;

(c) All other "Obligations" of Borrower to Lender, as such term is defined in the Loan Agreement, whether now existing or hereafter arising and owing by Borrower to Lender, however created, incurred or evidenced, and whether arising under the Loan Agreement, under this Mortgage or under the Loan Documents; and

(d) Any and all additional advances made by Lender to protect or preserve the Property, or the lien hereof thereon, or for taxes, assessments or insurance premiums, as hereinafter provided.

NOW, THEREFORE, (a) to secure the performance and observance by Borrower of all covenants and conditions in the Installment Note, in any renewal, extensions or modification thereof, in this Mortgage, and in the Loan Documents; and (b) also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina 1976: (i) all future advances and re-advances that may subsequently be made to Borrower by Lender,

STATE OF SOUTH CAROLINA
DOCUMENTARY TAX COMMISSION
DOCUMENTARY TAX STAMP
JUL 10 1984
\$ 000.00

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STATE OF SOUTH CAROLINA
DOCUMENTARY TAX COMMISSION
DOCUMENTARY TAX STAMP
JUL 10 1984
\$ 900.00

STATE OF SOUTH CAROLINA
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