

machinery, apparatus, fittings, furniture, furnishings and personal property of every kind or description whatsoever now or hereafter located on the Property or on any part or parcel of the Property or in or on any of the Improvements, and used in connection with the operation or maintenance of the Property or any of the Improvements, all accessions and additions to and replacements of the foregoing and all proceeds (direct and remote) of the foregoing, including without limitation all plumbing, heating, lighting, ventilating, refrigerating, water-heating, incinerating, air-conditioning and heating, and sprinkling equipment and systems, and all screens, awnings and signs; (viii) all fixtures (including all trade, domestic and ornamental fixtures) now or hereafter on the Property or on any part or parcel of the Property or in or on any of the Improvements, whether actually or constructively attached or affixed, including without limitation all plumbing, heating, lighting, ventilating, refrigerating, water-heating, incinerating, air-conditioning and heating, and sprinkling fixtures, and all screens, awnings and signs which are fixtures; (ix) all building materials, supplies, goods, machinery and equipment delivered to the Property and placed on the Property for the purpose of being affixed to or installed or incorporated or otherwise used in or on the Property or any part or parcel of the Property or any of the Improvements, and all accessions and additions to and replacements of the foregoing and all proceeds (direct or remote) of the foregoing; (x) all payments, awards, judgments and settlements (including interest thereon) to which Mortgagor may be or become entitled as a result of the exercise of the right of eminent domain with respect to the Property or any part or parcel of the Property or any of the Improvements; (xi) all policies of insurance which insure against loss or damage to any property described above and all proceeds from and payments under such policies; and (xii) all names, tradenames, signs, marks and trademarks under which any business located on the Property is operated or known. The Property and all of the foregoing are hereinafter sometimes collectively called the "Premises".

TO HAVE AND TO HOLD the Premises to the only proper use, benefit and behoof of Mortgagee, forever.

MORTGAGOR WARRANTS that Mortgagor has good and marketable fee simple title to the Premises, that Mortgagor is lawfully seized and possessed of the Premises, that Mortgagor has the right to convey the Premises, that, except for the Prior Mortgage (hereinafter defined), the Premises are unencumbered and that Mortgagor shall forever warrant and defend the title to the Premises unto Mortgagee against the claims of all persons whomsoever.

THIS INSTRUMENT IS A MORTGAGE given pursuant to the laws of the State of South Carolina, and is also a security agreement granting a present and continuing security interest and security title in the portion of the Premises constituting personal property or fixtures, pursuant to the Uniform Commercial Code of the State of South Carolina. This mortgage and security agreement is made and intended to secure payment and performance of: (i) an indebtedness of Mortgagor to Mortgagee evidenced by that certain Term Note of even date herewith, made by Mortgagor and payable to the order of Mortgagee, in the stated principal amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00), bearing interest and default interest and payable as therein provided in installments, the final in-