

WHEREAS, South Carolina National Bank, a national banking association (the "Bank"), has agreed to purchase the Bond upon receipt from the County of adequate security for payment of all amounts payable under the Bond; and

WHEREAS, the County has agreed to loan to the Partnership the proceeds from the issuance and sale of the Bond upon the fulfillment of certain terms and conditions;

NOW, THEREFORE, KNOW ALL MEN, that in consideration of \$1.00 in hand paid at and before the execution and delivery of these presents and in consideration of the advancement by the County to the Partnership of the aforementioned funds and for the better securing of the repayment of these funds with interest to the County and also for the better securing of the repayment of all other indebtedness hereby secured, the County and the Partnership agree as follows:

SECTION 1. DEFINITIONS

"Collateral" shall mean all of the property subject to this Mortgage and Security Agreement.

"Partnership Note" shall mean that secured note dated on or December 31, 1984 in the principal amount of \$1,000,000, made by the Partnership and naming the County as payee. The Partnership Note and all of its terms are incorporated herein by reference.

"Loan Agreement" shall mean that Loan Agreement, dated as of December 5, 1984 among the County, the Bank and the Partnership.