the said PATEWOOD CORPORATION

in consideration of the said debt and sum of money

aforesaid and for the better securing the payment thereof to the said PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY, of Chattanooga, Tennessee, according to the terms of said note and also in consideration of the further sum of THREE DOLLARS to

the said PATEWOOD CORPORATION

in hand well and truly paid by

the said PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY at and before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents DO GRANT, bargain, sell and release unto the said PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY:

ALL that lot of land with the buildings and improvements thereon situate on the Northeast side of Arcadia Drive near the city of Greenville, in Greenville County, S. C., being shown as property of Patewood Corporation on a plat made by H. C. Clarkson Jr., April 19, 1965, recorded in the R. M.C. Office for Greenville County, S. C., in Plat Book III, at Page 107, and having according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the Northeast side of Arcadia Drive at corner of other property of Patewood Corporation, now occupied under lease to Sykes, Inc. and runs thence to and through a brick wall, N. 61-06 E., 134.5 feet to a point in said wall; thence S. 28-54 E., 0.5 feet to a point on the Southeast side of said brick wall; thence along the Southeast face of said wall, N. 61-06 E., 146.7 feet to an iron pin on the Southwest edge of the right-of-way of a Southern Railroad spur track; thence along the Southwest edge of said right-of-way, N. 28-43 W., 190.45 feet to an iron pin; thence S. 61-03 W., 289.8 feet to an iron pin on the Northeast side of Arcadia Drive; thence along the Northeast side of Arcadia Drive, S. 31-25 E., 189.4 feet to an iron pin; thence still along the Northeast side of Arcadia Drive, S. 32-37 E., 0.87 feet to the beginning corner.

TOGETHER with all and singular the Rights, Member, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises unto the said PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY, its Successors and Assigns forever.

AND / PATEWOOD CORPORATION bind itself and its Successors

Headers, Executors and Administrators, Successors or Assigns, to warrant and forever defend all and singular the said Premises unto the said PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY, its Successors and Assigns, from and against / PATEWOOD CORPORATIONits Successors Figure, Executors, Administrators, Successors and Assigns, and all other persons whomsoever, lawfully claiming, or to claim the same, or any part thereof.

AND the said mortgager doth, as additional security, hereby assign, set over, and transfer to the said mortgagee, all of the rents, issues and profits of the said mortgaged premises, accruing or falling due from and after the service of a summons in any action of foreclosure to which said mortgagee may be parties, and the holder of this mortgage shall be entitled to the appointment of a receiver for such rents and profits as a matter of right, without consideration of the value of the mortgaged premises as security for the amount due the mortgagee, or the solvency of any person or persons liable for the payment of such amount.

AND IT IS AGREED, by and between the said parties, that the said Mortgagor, Heirs, Executors, Administrators, Successors or Assigns shall and will insure the house and buildings on said premises and keep the same insured from loss or damage by fire, the perils covered by the standard Extended Coverage Endorsement or other hazards, that may be from time to time required by the Mortgagee, and assign the Policy of Insurance to the said PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY, its Successors or Assigns, and in case that or they shall, at any time, neglect or fail so to do, then the said PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY, its Successors or Assigns may cause the same to be insured in its own name, and reimburse itself for the premium and expenses of such insurance, together with interest on the amount so paid, at the rate of seven (7%) per cent. per annum, from the date of such payment, under this Mortgage.

AND IT IS FURTHER AGREED AND COVENANTED, by and between the said parties, that until the debt hereby secured be paid, the said Mortgagor its / Successors, Administrators, XXX.

EXECUTOR Assigns, shall and will pay all taxes on the property hereby mortgaged, when due and payable, and PATEWOOD CORPORATION or THEY fail to do so, the said PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY, its Successors or Assigns, may pay said taxes, together with any costs or penalties incurred thereon, or any part thereof, and reimburse itself for the same, together with interest on the amount so paid, at the rate of seven (7%) per cent. per annum, from the date of such payment, under this Mortgage.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these Presents, that if it the said PATEWOOD CORPORATION