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GREENVILLE CO. S.C.

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BANK OF SOUTHERN STATES
N.A.C.

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

FIRST MORTGAGE AND SECURITY
AGREEMENT

THIS FIRST MORTGAGE AND SECURITY AGREEMENT, made this 30th day of January, 1981, between GILREATH/SMALL DEVELOPMENT CO., a General Partnership, created in accordance with the Laws of the State of South Carolina, maintaining its principal place of business in the City of Greenville, State of South Carolina, whose address is Post Office Box 10287, F.S., Greenville, South Carolina, 29603, hereinafter referred to as "MORTGAGOR", and COMMUNITY BANK of Greenville, South Carolina, whose address is Post Office Box 6807, Greenville, South Carolina, 29606, hereinafter referred to as "MORTGAGEE".

WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of Five Hundred Thousand and No/100 (\$500,000.00) Dollars together with interest thereon, as evidenced by that certain promissory note of even date herewith, executed by Mortgagor and delivered to Mortgagee, the final payment of which is due on or before the first day of August, 2006, (the "Note") which by reference is made a part hereof to the same extent as though set out in full herein;

NOW, THEREFORE, (a) to secure the performance and observance by Mortgagor of all covenants and conditions contained in the Note, in any renewal, extension or modification thereof, in this First Mortgage and Security Agreement and in all other instruments securing the Note; and (b) also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina 1976; (i) all future advanced and re-advances that may subsequently be made to Mortgagor by Mortgagee, evidenced by the aforesaid Note, or any other promissory notes, and all modifications, renewals and extensions thereof; provided, however, that nothing contained herein shall create an obligation on the part of Mortgagee, to make future advances or re-advances to Mortgagor and (ii) all other indebtedness of Mortgagor to Mortgagee, now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed twice the face amount of the Note, plus interest thereon, all charges and expenses of collection incurred by Mortgagee, including court costs, and reasonable attorneys' fees; and (c) also in order to charge the properties, interests and rights hereinafter described with such payment, performance and observance; and (d) for and in consideration of the sum of One and No/100 (\$1.00) Dollar paid by Mortgagee to Mortgagor this date, and for other valuable consideration, the receipt of which is acknowledged, Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, deliver, set over, warrant and confirm unto Mortgagee, its successors and assigns forever all right, title and interest of Mortgagor in and to:

THAT certain tract or parcel of land, located, lying and being in Greenville County, State of South Carolina, and more particularly described in Exhibit "A", attached hereto and made a part hereby by reference.

TOGETHER WITH ALL BUILDINGS, structures and improvements of every nature whatsoever now or hereafter situated on the land, and all fixtures, machinery, appliances, equipment, furniture and personal property of every nature and kind whatsoever now or hereafter owned by Mortgagor and located in or on, or attached to, or used or intended to be used in connection with or with the operation of, the land, buildings, structures

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