

To have and hold the same, together with all privileges, hereditaments and appurtenances thereunto belonging, to Lender and Lender's successors and assigns forever;

And as additional security for said indebtedness Borrower hereby assigns to Lender all the rents, issues, profits and revenues of the Property from time to time accruing reserving only the right to Borrower to collect the same as long as Borrower is not in default hereunder.

All the fixtures and articles of personal property which comprise a part of the Property shall, as far as permitted by law, be deemed to be affixed to the aforesaid land and conveyed therewith. As to the balance of the fixtures and articles of personal property, this Mortgage shall be considered to be a security agreement which creates a security interest in such fixtures and articles of personal property for the benefit of Lender. In that regard Borrower grants to Lender all of the rights and remedies of a secured party under the South Carolina Uniform Commercial Code.

Borrower and Lender covenant, represent and agree as follows:

ARTICLE I
The Loan

1.1 The indebtedness secured by this Mortgage is the result of a loan of money in the principal amount of \$2,750,000.00 (hereafter referred to as the "Loan") to be disbursed by Lender to Borrower.

1.2 The Loan is made pursuant to a loan commitment from Lender dated April 23, 1979, as amended, May 25, 1979, (the "Commitment").

1.3 The Loan is evidenced by that promissory note by Borrower of even date herewith, payable to the order of Lender (the "Note").

1.4 Payment by Borrower of principal and interest on the Loan will be in accordance with the Note, which Note and this Mortgage require payment in full on the Loan not later than November 1, 1994, the maturity date.

ARTICLE II
Borrower's Covenants, Representations and Agreements

2.1 Borrower represents and covenants that it is seized of the Property in fee and has the right to convey the same, that the title to the Property is free and clear of all encumbrances and that it will warrant and defend the title to the Property against the claims of all persons or parties.

2.2 Borrower will punctually pay the Loan principal and interest and all other sums secured hereby at the time and place and in the manner specified in the Note.

2.3 Borrower will pay as they become due all taxes, general and special assessments, insurance premiums, permits, inspection fees, license fees and all water and sewer charges against it or the Property, and Borrower, upon request of Lender, will submit to Lender receipts evidencing said payments.

2.4 Borrower covenants to keep the Property insured against loss or damage by fire and the risks embraced within the term "extended coverage". Fire and extended coverage insurance to be maintained throughout the term of the Loan shall be in an amount not less than 100% of the full replacement cost of the building or buildings and all other improvements included in the Property without deduction for depreciation. The policies shall contain a Replacement Cost Endorsement. Such replacement cost is currently estimated at \$2,750,000.00. Furthermore, Borrower will give Lender immediate written notice of any damage by fire or any other cause.

2.5 Borrower covenants to maintain or cause to be maintained general accident and public liability insurance against all claims for bodily injury, death or property damage occurring upon, in or about any part of the Property.

0300

4328 RV-2