

100 Northcreek, Suite 640  
Atlanta, Ga. 30327

X

FILED  
GREENVILLE, S. C.  
SEP 23 12 22 PM '80  
CONF. WALTERSLEY  
R.M.C.

10/11/80

STATE OF SOUTH CAROLINA )

MORTGAGE

COUNTY OF GREENVILLE )

TO ALL WHOM THESE PRESENTS MAY CONCERN:

RICE-CLEVELAND COMPANY, a South Carolina corporation, (hereinafter referred to as Mortgagor) SENDS GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto WALTER E. HELLER & COMPANY OF GEORGIA, Atlanta, Georgia, (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Two Hundred Fifty Thousand and No/100 (\$250,000.00) Dollars, with interest thereon as provided in said promissory note, said principal and interest to be paid as therein stated; and

WHEREAS, the Mortgagor and the Mortgagee intend that this mortgage shall also secure, in accordance with Section 29-3-50, Code of Laws of South Carolina, 1976, (1) all existing indebtedness of the Mortgagor to the Mortgagee, evidenced by promissory notes or other instruments referred to herein, and all renewals and extensions thereof, (2) all future advances that may subsequently be made to the Mortgagor by the Mortgagee, to be evidenced by promissory notes or other instruments referred to herein, and all renewals and extensions thereof, and (3) all other indebtedness of the Mortgagor to the Mortgagee, now due or to become due or hereafter contracted pursuant to any of the instruments referred to herein as being secured hereby, the maximum principal amount of all existing indebtedness, future advances, and all other indebtedness outstanding at any one time not to exceed the total sum of \$500,000.00, with interest thereon, attorney's fees and costs; and

WHEREAS, the unpaid balance of said debt or debts, if not sooner paid, shall be due and payable on <sup>Sept</sup> August 30, 1981; provided, however, that the Mortgagee may elect to extend the indebtedness for an additional period of one (1) year pursuant to the terms of the Loan Commitment and if such election is made, said debt or debts shall be due and payable on <sup>Sept</sup> August 30, 1982. *ZFA*

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for its account by the Mortgagee, and to secure the performance of all the covenants, conditions, stipulations and agreements contained herein and/or in any other document given by the Mortgagor to the Mortgagee in connection therewith, and also in consideration of the further sum of Three (\$3.00) Dollars to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

All that piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being more particularly described on Exhibit A attached hereto and made a part hereof.

STATE OF SOUTH CAROLINA  
DOCUMENTARY  
STAMP  
100 00

4328 RV.2