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STATE OF SOUTH CAROLINA

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MORTGAGE OF REAL PROPERTY

COUNTY OF GREENVILLE

MORTGAGE (the "Mortgage"), dated as of December 1, 1981, from the undersigned Liberty Loan Corporation ("Mortgagor"), a South Carolina corporation, one of the subsidiaries of LLC Corporation (the "Company"), a Delaware corporation (such subsidiaries being referred to herein collectively as the "Mortgagors" and individually as a "Mortgagor"), to Shawmut Bank of Boston, N.A., a national banking association, having its principal office at One Federal Street, Boston, Massachusetts 02211 (the "Corporate Trustee"), as Trustee under a Trust Agreement (the "Trust Agreement"), dated as of December 1, 1981, between the Company and the Corporate Trustee (the Corporate Trustee being referred to herein as the "Mortgagee"). All capitalized terms used without definition herein are defined in the Agreements referred to below.

To Secure the Payment when and as due and payable of (a) the principal of and interest on the Notes of the Company issued or to be issued in the aggregate principal amount of \$95,526,558 (the "Notes"), pursuant to the New Bank Credit Agreement, dated as of December 1, 1981 among the Company, certain banks named therein, and The Chase Manhattan Bank (National Association), as Agent, and pursuant to several New Note Agreements, dated as of December 1, 1981 between the Company and the investors named therein (such New Bank Credit Agreement and New Note Agreements being referred to herein collectively as the "Agreements") and (b) all other indebtedness which this Mortgage by its terms secures and the performance of all of the terms thereof and of the Notes and the Agreements, each Mortgagor, with the consent of its stockholders, does hereby grant, bargain, sell, alien, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, set over and confirm unto Mortgagee, its successors and assigns, the following properties (collectively, the "Mortgaged Properties"):

- (a) the lands described under such Mortgagor's name in Schedule A attached hereto, together with all buildings, structures and other improvements now or hereafter located on such lands and all facilities, fixtures, machinery, apparatus, installations, equipment and other property now or hereafter located on such lands or located in or used in connection with any such improvements and constituting real property under applicable law;
- (b) all right, title and interest of such Mortgagor, now owned or hereafter acquired, in and to all sidewalks, streets, alleys and ways adjoining any of such lands and all strips and gores adjacent to or comprised in any of such land;
- (c) all rights-of-way or uses, servitudes, licenses, easements, tenements, hereditaments and appurtenances now or hereafter belonging or appertaining to any of the foregoing;
- (d) all other real property of every character and wherever situated, now owned and hereafter acquired by such Mortgagor;
 - (e) all awards in respect of any Taking of any of the foregoing; and
 - (f) all rents, income and issues arising from or in connection with any of the foregoing-

To Have and to Hold the same unto Mortgagee and its successors and assigns forever, and each Mortgagor hereby binds itself and its successors and assigns to warrant and forever defend the same, to Mortgagee and its successors and assigns against all claims and demands whatsoever (Subject, However, to all restrictions, exceptions, reservations, conditions, limitations, liens, encumbrances, leases, charges and interests which may affect any of the mortgaged property at the date of its subjection to the lien hereof); and each Mortgagor covenants and agrees as follows:

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