Ö٠

M,

THE PROPERTY OF

STATE OF SOUTH CAROLINA

MORTGAGE AND SECURITY AGREEMENT

COUNTY OF GREENVILLE

THIS MORTGAGE AND SECURITY AGREEMENT made as of this 16th day of September, 1983, between E&H Properties, a South Carolina general partnership ("Mortgagor"), whose address is Post Office Box 408, Columbia, South Carolina, 29202 and The Citizens and Southern National Bank of South Carolina, its respective successors and assigns, and Holders of Additional Bonds (as defined in the Loan Agreement herein referred to) (herein, collectively the "Mortgagee") whose address is c/o The Citizens and Southern National Bank of South Carolina, Attention: Commercial Loan Department, as Depositary, Post Office Box 727, Columbia, South Carolina 29222.

WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of Four Hundred Thousand Dollars (\$400,000.00) together with interest thereon, as evidenced by those certain Greenville County, South Carolina Industrial Revenue Bonds (E&H Properties Project) 1983 and any Additional Bonds (as defined in the Loan Agreement herein referred to) (collectively the "Bonds"), payment of which has been assured by Mortgagor in a Loan Agreement, dated as of September 1, 1983 (the "Loan Agreement") which documents by reference are 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 Loan Agreement, in any renewal, extension or modification thereof, in this Mortgage and Security Agreement and in all other instruments securing the Bonds; and (b) also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina 1976: (i) all future advances and re-advances that may subsequently be made to Mortgagor, directly or indirectly, by Mortgagee, evidenced by the aforesaid Bonds, or any other promissory notes arising in connection with this loan, and all 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 four times the face amount of the Bonds, 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:

AND CONTROL OF THE PROPERTY OF