

Mail to  
Cliff Gaddy  
Gaddy's Account  
PO Box 10267  
Greenville, SC 29603

FILED  
GREENVILLE CO. S.C.

This instrument prepared by:  
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Post Office Box 540  
Greensboro, North Carolina 27402

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STATE OF SOUTH CAROLINA  
DOCUMENTARY  
TAX  
260.00  
MARCH 1984  
RECEIVED  
SOUTH CAROLINA TAX COMMISSION

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MORTGAGE

THIS MORTGAGE, made and executed this 23<sup>rd</sup> day of February, 1984, by SPECIALTY WASTE EQUIPMENT, INC., a South Carolina corporation,\* hereinafter called the Mortgagor; and BARCLAYSAMERICAN/BUSINESS CREDIT, INC., a Connecticut corporation, hereinafter called the Mortgagee;

WITNESSETH:

WHEREAS, L. M. Industries, Inc., a South Carolina corporation ("Borrower"), and Mortgagee have entered into a General Loan and Security Agreement and other loan and financing documents (the "Loan Agreement"), each dated of even date herewith;

WHEREAS, the Mortgagor, for good and valuable consideration, has unconditionally guaranteed the payment, performance and discharge of all debts, indebtedness, obligations and liabilities that are now or may hereafter be due and owing from Borrower to Mortgagee, of whatever nature and howsoever arising, pursuant to its Unconditional Guaranty Agreement dated of even date herewith (the "Guaranty");

WHEREAS, pursuant to and subject only to the terms and conditions of the Loan Agreement, Mortgagee has made loans and advances and extended other financial accommodations to or for the benefit of Borrower and may, in its sole discretion, make future loans and advances and extend additional financial accommodations to Borrower;

WHEREAS, it has been agreed that the within Mortgage shall secure and collateralize all such loans and advances and financial accommodations made to or for the benefit or account of Borrower or Mortgagor, as well as all other obligations, liabilities and indebtedness now or hereafter owing or to become due from Borrower and/or Mortgagor to Mortgagee; and

WHEREAS, without limiting the generality of any of the provisions hereof, this Mortgage also secures, in accordance with Section 29-3-50 of the Code of Laws of South Carolina, 1976, (a) all existing indebtedness of Mortgagor and/or Borrower to Mortgagee, (b) all future loans and advances or financial accommodations that may subsequently be made to or for the benefit of Borrower by Mortgagee pursuant to the Loan Agreement, and (c) all other indebtedness of Mortgagor and/or Borrower to Mortgagee now due or to become due; provided, however, that the total amount of indebtedness that is secured hereunder may decrease or increase from time to time but the total unpaid balance so secured at any one time shall not exceed the maximum principal amount of Six Hundred Fifty Thousand Dollars (\$650,000.00), and any disbursements made for the payment of taxes, levies or insurance on the property covered by this Mortgage, plus interest on such indebtedness and disbursements at the rate of interest per annum provided for in the Loan Agreement and reasonable attorneys' fees, court costs and expenses;

\*formerly known as Universal Equipment Co., Inc., as shown by Certificate of Secretary of State of South Carolina attached hereto as Exhibit C indicating that Universal Equipment Co., Inc. changed its name to Specialty Waste Equipment, Inc. on April 3, 1981.

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