

STATE OF SOUTH CAROLINA)
) MORTGAGE AND SECURITY AGREEMENT
 COUNTY OF GREENVILLE)

THIS MORTGAGE AND SECURITY AGREEMENT (this "Mortgage") dated as of November 1, 1984, between UNITED HEALTHCARE OF SOUTH CAROLINA, INC., a Tennessee corporation (the "Corporation"), as mortgagor, and GREENVILLE COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the "Issuer"), as mortgagee.

W I T N E S S E T H :

WHEREAS, pursuant to Title 44, Chapter 7, Article 11, Code of Laws of South Carolina, 1976, as from time to time amended, and known as the Hospital Revenue Bond Act (the "Act"), the Issuer is duly authorized for the public purposes set forth in the Act, to borrow money by issuing its revenue bonds for the purposes provided in the Act including, but not limited to, loaning the proceeds thereof to any hospital agency (as defined in the Act) for the purpose of acquiring, constructing, improving, expanding and equipping any project constituting a hospital facility (as defined in the Act); and

WHEREAS, in furtherance of the purposes of the Act, the Issuer proposes to issue its Hospital Revenue Bonds, (Brierwood Hospital Project) Series 1984 in the aggregate principal amount of \$5,750,000 ("Bonds"), and to loan the proceeds from the sale of the Bonds to the Corporation to enable it to acquire certain land and construct and equip certain improvements thereon to be used as a psychiatric and alcohol and drug treatment hospital; and

WHEREAS, the Issuer and the Corporation have entered into a Loan Agreement (the "Agreement"), dated as of the date hereof, under which the Issuer has loaned the proceeds of the Bonds to the Corporation to enable the Corporation to acquire, construct, equip and install the Project and pursuant to which the Corporation has, among other obligations, agreed to pay to the Issuer all amounts due under the Bonds, when such amounts become due and payable by the Issuer and has executed and delivered its Note in the principal amount of \$5,750,000 to evidence the loan made under the Agreement (the "Note"); and

WHEREAS, in order to induce the future purchasers and holders of the Bonds to purchase the same, the Corporation has agreed to convey to the Issuer a first mortgage lien on the real property, improvements and appurtenances thereto described on Exhibit "A"

7
 0.58

2628 (W.2)