

NOW, THEREFORE, to secure to Lender (i) the repayment of the indebtedness evidenced by the Revolving Credit Note, including future advances, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained; and all extensions, renewals and/or modifications thereof, and (ii) the repayment of such other and further indebtedness as may from time to time hereafter become owing by the Borrower under the terms hereof, including specifically the Guaranty, the Term Note and future advances, and all extensions, renewals and/or modifications of any such indebtedness; provided, however, that in no event shall this Mortgage secure an indebtedness outstanding at any one time in excess of Four Million Nine Hundred Thousand and No/100 (\$4,900,000.00) Dollars, plus interest, expenditures for taxes, insurance, necessary repairs and public assessments relating to the real estate described on Exhibit A attached hereto and made a part hereof, Borrower does hereby grant, bargain, sell and release unto the said NORTH CAROLINA NATIONAL BANK, its successors and assigns, the following described properties, together with the buildings and improvements located or to be located thereon, to-wit:

SEE EXHIBIT A ATTACHED HERETO
FOR A DESCRIPTION OF THE PROPERTIES

TOGETHER with a security interest in (i) all property and fixtures affixed to or located on the real estate which, to the fullest extent permitted by law, shall be deemed fixtures and a part of the real estate; (ii) all fixtures located on real properties of Borrower described on Exhibit A attached hereto, all equipment, vehicles, inventory, machinery and other goods used in the Borrower's business, regardless of location, and owned by Borrower; (iii) all accounts, contract rights, instruments, general intangibles, actions and rights of action pertaining to the Property, including all rights to insurance proceeds; and (iv) all proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing. Borrower hereby grants to Lender a security interest in all fixtures, rights of action and personal property described herein. This Mortgage is a self operating security agreement with respect to such property, in accordance with paragraph 29 hereinbelow, but Borrower agrees to execute and deliver on demand such other security agreement, financing statements and other instruments as Lender may reasonably request in order to perfect its security interest or to impose a lien hereof more specifically upon any of such property. Lender shall have all rights and remedies, in addition to those specified herein, of a secured party under the Uniform Commercial Code. (The real properties described on Exhibit A attached hereto and the other property described in this paragraph shall hereafter sometimes collectively be referred to as the "Property").

TO HAVE AND TO HOLD, all and singular the said Property unto the said NORTH CAROLINA NATIONAL BANK, its successors and

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