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

TO ALL WHOM THESE PRESENTS MAY CONCERN:

G & G ENTERPRISES, a South Carolina partnership (hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, Greenville County, South Carolina has agreed to finance the acquisition, improvement, and equipping of a manufacturing, distribution and warehousing facility (the "Project") to be owned by the Mortgagor and leased to and operated by Chemsize, Inc. through the issuance of a \$550,000.00 Greenville County Industrial Revenue Bond, 1981 (G & G Enterprises Project) (the "Bond");

WHEREAS, the Mortgagor has agreed, pursuant to a Loan Agreement of even date herewith between the County and Mortgagor, to pay the County sufficient sums to meet the principal, interest, premiums and penalties, if any, due under the Bond;

WHEREAS, the Mortgagor has agreed, pursuant to the Loan Agreement, to execute a note (the "Note") to the County promising to pay that amount due under the Bond of the County, and the County has assigned its rights to receive said payments under the Loan Agreement and Note to Southern Bank & Trust Company (the "Mortgagee") pursuant to an Assignment of even date herewith;

WHEREAS, the County and the Mortgagee have entered into a Bond Purchase Agreement of even date herewith under which terms the Mortgagee has agreed to purchase the Bond;

WHEREAS, as additional security for and as an inducement to the Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or any other purpose; and

WHEREAS, the unpaid balance of said debt or debts, if not sooner paid, shall be due and payable by March 15, 1992.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and to secure the performance of all the covenants, conditions, stipulations and agreements contained herein and/or in any other document given by the Mortgagor to the Mortgagee in connection therewith, and also in consideration of the further sum of Three and No/100 (\$3.00) Dollars to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns the real property described in schedule A attached hereto.

Together with all and singular the easements, ways, rights, privileges, members, hereditaments and appurtenances to the same belonging or in any way incident or appertaining, including but not limited to, all and singular the buildings and improvements now and hereafter thereon (including all materials to be used in the construction, maintenance and repair of same), and together also with all shades, wall-to-wall carpeting,

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