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MORTGAGE 4 40 PM '83 BOOK 87 PAGE 11

DONNIE S. TANKERSLEY  
R.M.C.

THIS MORTGAGE, made as of this 17th day of February, 1983, by and between MAXWELL BROTHERS, INC., a South Carolina corporation, with an address at Post Office Box 203, Columbia, South Carolina 29202 (herein called the "Mortgagor"), to FIRST NATIONAL BANK OF SOUTH CAROLINA, a national banking association, with an address at Post Office Box 111, Columbia, South Carolina 29202 (herein called the "Mortgagee"), pursuant to that certain Financing Agreement dated as of February 17, 1983, by and between Mortgagor and Mortgagee (herein, as amended and modified from time to time, called the "Agreement"). All terms not otherwise defined herein are used with the same meaning as set forth in the Agreement.



10394 WITNESSETH: EST 484

WHEREAS, in accordance with the Agreement, the Mortgagor is obligated to secure the Notes, Obligations and borrowings from the Mortgagee with this Mortgage, a Security Agreement of even date herewith, and such other documents and instruments as set forth in the Agreement; and

WHEREAS, the Mortgagor desires to induce the Mortgagee to enter into the Agreement and to extend credit to the Mortgagor as described herein;

NOW, THEREFORE, that, to secure (i) the payment of the principal sum of Three Million and no/100 Dollars (\$3,000,000.00), together with interest thereon, evidenced by and due in accordance with the terms of that certain promissory note of the Mortgagor issued to the Mortgagee and hereinafter referred to as the "Term Note"; (ii) the payment of the principal sum of Four Million Five Hundred Thousand and No/100 Dollars (\$4,500,000.00), or so much thereof as may from time to time hereafter be advanced or readvanced, together with interest thereon, evidenced by and due in accordance with the terms of that certain promissory note of the Mortgagor issued to the Mortgagee and hereinafter referred to as the "Grid Note" (the Term Note and Grid Note being sometimes referred to hereinafter collectively as the "Notes"), (iii) the performance of the covenants herein contained and any monies expended by the Mortgagee in connection therewith, (iv) the payment of all obligations and performance of all covenants of the Mortgagor under the Agreement, (v) the payment of all obligations and performance of all covenants of the Mortgagor under that certain Security Agreement dated as of even date herewith by and between Mortgagor and Mortgagee, and (vi) the payment of all obligations and performances of all covenants of the Mortgagor under any other loan

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