

TO MORTGAGE FROM SUITT PROPERTIES, INC.
TO NORTH CAROLINA NATIONAL BANK

MORTGAGED PROPERTY

- (a) The lands and premises described in Rider to Exhibit A annexed hereto and made a part hereof, together with all and singular the tenements, hereditaments, easements, rights-of-way and appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title and interest whatsoever of the Mortgagor therein and in the streets, ways and areas adjacent thereto;
- (b) All buildings and other improvements, now located or hereafter erected upon the premises, together with the property described in Clause (c) hereof, hereinafter collectively called the "Improvements" (the premises and the Improvements being hereinafter collectively called the "Mortgaged Premises");
- (c) All right, title and interest of the Mortgagor in and to all machinery, apparatus, equipment, fittings, fixtures and articles of personal property of every kind and nature whatsoever, now owned or hereafter acquired by the Mortgagor, attached to or used in connection with any building now or hereafter erected upon the premises or any part thereof; provided, however, that unless an Event of Default shall have occurred and shall not have been remedied, the Mortgagor shall have full right, from time to time, at its discretion, without reference to or any specific consent from the Mortgagee to dispose of, free from the lien hereof, any of said machinery, apparatus, equipment, fittings, fixtures and articles of personal property covered by this Indenture, which at any time shall have been replaced by other property of the same general kind or description, and of at least equal value to the property removed and which shall forthwith become subject to the lien hereof, or if sold without replacement, then the entire proceeds of sale of such property so sold shall be paid to the Mortgagee to be held as additional security for the Mortgagor's obligations secured hereby; it being agreed that to the extent any of the property described or referred to in this Indenture is governed by the provisions of the Uniform Commercial Code or any similar statute adopted by the State of South Carolina, this Mortgage is hereby deemed to be a "Security Agreement" under said Code or similar statute;
- (d) All the rents, revenues, issues, income and profits of the Mortgaged Premises, all of which are hereby assigned to the Mortgagee, subject, however, to the right of the Mortgagor to receive and use the same unless an Event of Default shall have occurred and not been remedied;
- (e) All awards, damages and other compensation heretofore and hereafter made for any taking of the Mortgaged Premises or any part thereof by right of eminent domain and any and all proceeds of the insurance required to be maintained by this Mortgage all of which are hereby assigned to the Mortgagee who is hereby authorized to collect and receive the same and to give proper receipts and acquittances therefor and to apply the same at the option of the Mortgagee to the payment of the principal of and interest on the Note, notwithstanding the fact that the same may not then be due and payable.