

GREENVILLE S.C.

JUL 22 4 45 PM '83

DONNIE S. TAMMERSLEY
R.M.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

SECOND MORTGAGE AND
SECURITY AGREEMENT

THIS SECOND MORTGAGE AND SECURITY AGREEMENT is made as of the 22nd day of July, 1983, between U. S. SHELTER CORPORATION, a South Carolina corporation ("Mortgagor"), whose address is P. O. Box 6725, Greenville, South Carolina 29606 and THE FIRST NATIONAL BANK OF CHICAGO, a national banking association ("Mortgagee"), whose address is One First National Plaza, Suite 0286, Chicago, Illinois 60670 Attention: Real Estate Department.

WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of Five Hundred Thirty Two Thousand Five Hundred No/100 Dollars (\$532,500.00) together with interest thereon, as evidenced by that certain promissory note of even date herewith, executed by Mortgagor and delivered to Mortgagee (the "Note") which by reference is made a part hereof to the same extent as though set out in full herein;

NOW, THEREFORE, (a) to secure the performance and observance by Mortgagor of all covenants and condition contained in the Note, in any renewal, extension or modification thereof, in this Mortgage and in all other instruments securing the Note; and (b) also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina 1976: (i) all future advances and re-advances that may subsequently be made to Mortgagor by Mortgagee, evidenced by the aforesaid Note, or any other promissory notes, and all renewals and extensions thereof; provided, however, that nothing contained herein shall create an obligation on the part of Mortgagee to make future advances or re-advances to Mortgagor and (ii) all other indebtedness of Mortgagor to Mortgagee, now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed twice the face amount of the Note, plus interest thereon, all charges and expenses of collection incurred by Mortgagee, including court costs, and reasonable attorneys' fees; and (c) also in order to charge the properties, interests and rights hereinafter described with such payment, performance and observance; and (d) for and in consideration of the sum of One and No/100 (1.00) Dollar paid by Mortgagee to Mortgagor this date, and for other valuable consideration, the receipt of which is acknowledged, Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, deliver, set over, warrant and confirm unto Mortgagee, its successors and assigns forever all right, title and interest of Mortgagor in and to:

THE MORTGAGED PROPERTY

(A) THE LAND. All the land located in the County of Greenville, State of South Carolina (the "Land"), described in Exhibit A attached hereto and made a part hereof;

(B) THE IMPROVEMENTS. TOGETHER WITH all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, machinery, appliances, equipment, furniture, and personal property of every nature whatsoever now or hereafter owned by Mortgagor and located in or on, or attached to, or used or intended to be used in connection with or

(ORCHARD PARK)

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