

STATE OF SOUTH CAROLINA )  
 COUNTY OF GREENVILLE ) MORTGAGE OF REAL ESTATE

THIS MORTGAGE made this 14th day of February, 1984, by CARABO CAPITAL, a South Carolina general partnership (hereinafter referred to as "Mortgagor") and given to BANKERS TRUST OF SOUTH CAROLINA (hereinafter referred to as "Mortgagee"), whose address is P.O. Box 608, Greenville, South Carolina 29602.

WITNESSETH:

THAT WHEREAS, Mortgagor is indebted to Mortgagee in the maximum principal sum of Five Million, Three Hundred Thirty Thousand Dollars (\$5,330,000.00) Dollars, which indebtedness is evidenced by three (3) Notes of the Mortgagor, the first Note dated May 13, 1982 in the principal amount of Two Million, Nine Hundred Fifty Thousand Dollars (\$2,950,000.00), the second Note dated February 15, 1983 in the principal amount of Nine Hundred Fifty Thousand Dollars (\$950,000.00), and the third Note dated February 14, 1984 in the principal amount of One Million, Four Hundred Thirty Thousand Dollars (\$1,430,000.00), each of said Notes being payable on demand with interest as provided therein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina (1976): (i) all future advances and readvances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Notes, or by other promissory notes, and all renewals and extensions thereof; 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 \$5,330,000.00, plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorneys fees, has granted, bargained, sold, released and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the property described on Exhibit A attached hereto (hereinafter referred to as "the Property").

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto);

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the successors or assigns of Mortgagee forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted shall cease, determine and be utterly null and void; otherwise said estate shall remain in full force and effect.

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