

NOW, THEREFORE, (a) to secure the performance and observance by Corporation of all covenants and conditions contained in the Loan Agreement, in any renewal, extension or modification thereof, in this Mortgage and Security Agreement and in all other instruments securing the Bonds; 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 Corporation, directly or indirectly, by Mortgagee, evidenced by the aforesaid Bonds, or any other promissory notes arising in connection with this loan, 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 Corporation and (ii) all other indebtedness of Corporation 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 Six Million One Hundred Thousand and no/100 Dollars (\$6,100,000), 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 Corporation and Lessor this date, and for other valuable consideration, the receipt of which is acknowledged, Corporation and Lessor, as their interests may appear 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 Corporation and Lessor in and to:

THE MORTGAGED PROPERTY

(A) THE LAND. (I) The leasehold estate of Corporation in the Land in Greenville County, South Carolina described on Exhibit A attached hereto and made a part hereof; and (II) The fee simple estate of Lessor in the Land described on Exhibit A.

(B) THE IMPROVEMENTS. TOGETHER WITH all buildings, structures and improvements of a fixed nature, excepting physician-subtenant leasehold improvements, on the Land such that any item deemed by the laws of the State of South Carolina to be real property or a fixture and now or hereafter located on the Land shall be included within the meaning of this paragraph (such fixtures and real property subject to the lien of this Mortgage and Security Agreement being referred to herein as the "Improvements").

(C) EASEMENTS OR OTHER INTERESTS. TOGETHER WITH all easements, rights of way, gores of land, streets, ways,