

STATE OF SOUTH CAROLINA )  
 COUNTY OF GREENVILLE ) MORTGAGE OF REAL ESTATE  
 AND SECURITY AGREEMENT

THIS MORTGAGE made this 20<sup>th</sup> day of July, 1984, by HERITAGE ASSOCIATES, a South Carolina limited partnership (hereinafter referred to as "Mortgagor") and given to AMERICAN SERVICE CORPORATION (hereinafter referred to as "Mortgagee"), whose address is P. O. Box 1268, Greenville, South Carolina 29602.

WITNESSETH:

THAT WHEREAS, Mortgagor is indebted to Mortgagee in the maximum principal sum of One Million Dollars (\$1,000,000.00), which indebtedness is evidenced by the Note of the Mortgagor of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is five (5) years after the date hereof, the terms of said Note and any agreement modifying it are incorporated herein by reference.

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 Note, 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 \$750,000.00, 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 the Mortgagee and the successors and assigns of the Mortgagee forever.

It is agreed that if any of the property herein mortgaged is of a nature so that a security interest therein can be perfected under the Uniform Commercial Code, this instrument shall constitute a security agreement and Mortgagor agrees to join with Mortgagee in the execution of any financing statements and to execute any other instruments that may be required for the perfection or renewal of such security interest under the Uniform Commercial Code.

The Mortgagor covenants that it is lawfully seized of the Property in fee simple absolute; that it 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. The Mortgagor further covenants to warrant and forever defend all and singular the Property unto

LEATHERWOOD, WALKER, TODD & MANN

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