

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

MORTGAGE AND SECURITY AGREEMENT

TO ALL WHOM THESE PRESENTS MAY CONCERN:

J. P. STEVENS & CO., INC., (hereinafter referred to as Mortgagor) SEND(S)  
GREETING:

WHEREAS, the City of Greenville, South Carolina has agreed to finance the acquisition, improvement, and equipping of a research and development and office complex facility (the "Project") to be owned by the Mortgagor through the issuance of a \$5,000,000.00 City of Greenville Industrial Revenue Note, 1980 (J. P. Stevens & Co., Inc.) (the "Note");

WHEREAS, the Mortgagor has agreed, pursuant to a Loan Agreement of even date herewith between the City and the Mortgagor, to pay the City sufficient sums to meet the principal, interest, premiums and penalties, if any, due under the Note;

WHEREAS, the City has assigned its rights to receive said payments to The South Carolina National Bank (the "Mortgagee") pursuant to an Assignment of even date herewith;

WHEREAS, the City and the Mortgagee have entered into a Note Purchase Agreement of even date herewith under which terms the Mortgagee has agreed to purchase the Note;

WHEREAS, as additional security for and as an inducement to the Mortgagee to purchase the Note, the Mortgagee is willing to grant this Mortgage and Security Agreement (the "Mortgage");

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purpose; and

WHEREAS, the unpaid balance of said debt or debts, if not sooner paid, shall be due and payable by December 31, 1995,

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, as evidenced by the Note, and in order to secure the payment thereof and any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and to secure the performance of all the covenants, conditions, stipulations and agreements contained herein and/or in any other document given by the Mortgagor to the Mortgagee in connection therewith, and also in consideration of the further sum of Three and No/100 (\$3.00) Dollars to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns the Premises more particularly described in Exhibit A attached hereto and made a part hereof:

RECORDED  
S.C.  
APR 16 1980  
SLEY

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S.C.  
APR 16 1980

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