MORTGAGE OF REAL ESTATE-Form Prepared by Haynsworth, Perry, Bryant, Marion & Johnstone, Attorneys at Law, Greenville, S. C.

GREENVILLE CO. S. C.

eed 1305 and 65

County of GREENVILLE

The State of South Carolina,

To All Whom These Presents May Concern:

certain

SOUTHERN WORSTED MILLS, INC.

SENDS GREETING:

Whereas, corporation, in and by its

, the said SOUTHERN WORSTED MILLS, INC., a Delaware promissory

note in writing, of even date with these

is presents,

well and truly indebted to BANKERS TRUST OF SOUTH CAROLINA, N. A.

in the full and just sum of SIX HUNDRED THOUSAND and NO/100THS (\$600,000.00) DOLLARS, to be paid two (2) years from the date hereof, with interest on so much thereof as is advanced at any time, from the date or dates of disbursement, at the rate of one (1%) per centum per annum above Bankers Trust of South Carolina, N. A. national prime rate on the first day of each interest period, said interest to be computed and paid quarterly beginning June 30, 1974

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until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage, and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if, before its maturity, it should be deemed by the holder thereof necessary for the protection of his or its interests to place, and the holder should place, the said note or this mortgage, in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses, including 10 per cent. of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, That

, the said Southern Worsted Mills, Inc.

, in consideration of the said debt and

sum of money aforesaid, and for the better securing the payment thereof to the said Bankers Trust

of South Carolina, N. A.

according to the terms of the said note, and also in

consideration of the further sum of Three Dollars, to

, the said Southern Worsted Mills, Inc.

, in hand well and truly paid by the said Bankers Trust of South

Carolina, N. A.

at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bar-

gained, sold and released and by these Presents do grant, bargain, sell and release unto the said BANKERS TRUST OF SOUTH CAROLINA, N. A.:

ALL that piece, parcel or tract of land, with the improvements thereon, situate, lying and being North of the right of way of Seaboard Coast Line Railroad (formerly Piedmont and Northern Railway) near the City of Greenville, County of Greenville, State of South Carolina, and having according to a plat of the property of Southern Worsted Corporation prepared by Lockwood Greene & Co., Engineers, May, 1924, the following metes and bounds:

BEGINNING at a point in the Northerly line of the right of way of Seaboard Coast Line Railroad (formerly Piedmont and Northern Railway) at the Westerly corner of a triangular parcel of land conveyed to Commodity Warehouse Company, Inc. by Southern Worsted Mills, Inc., and running

(continued on reverse side)

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