STATE OF SOUTH CAROLINA R.M.)

COUNTY OF GREENVILLE

MORTGAGE

Tet 1637 sta 188

TO ALL WHOM THESE PRESENTS MAY CONCERN: Gordon E. Mann (hereinafter referred to as Mortgagor) SENDS GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto D. Wellsman Johnson, as Trustee for all shareholders of Abney Mills, Inc. (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Seventy Thousand and No/100ths (\$70,000.00) Dollars, payable in five (5) equal annual principal installments, plus interest on the unpaid balance, said five (5) annual payments to be due as follows: November 28, 1984, November 28, 1985, November 28, 1986, November 28, 1987, and November 28, 1988. Interest shall be computed at prime as determined by Southern Bank & Trust Company, said prime rate to be determined as of the due date of an installment for the prior twelve-month period with interest thereon as stated above at the rate as stated above, to be computed and paid as stated above, until paid in full; all interest not paid when due to bear interest at the same rate as principal.

WEHEREAS, 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, public assessments, or for any other purposes;

NOW, KNOW ALL MEN, that the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof and of 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 also in consideration of the further sum of Three and No/100ths (\$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,

ALL that certain piece, parcel or tract of land situate, lying and being near the town of Travelers Rest, Greenville County, State of South Carolina, containing 36.0813 acres, more or less, as shown on a plat of survey entitled "Property of Abney Mills, Renfrew Plant, Greenville County, S. C.", prepared by Dalton and Neves Co., Engineers, Greenville, S. C., dated January, 1980, as amended by the deletion of certain property as shown on a plat of survey entitled "Property to be deeded by Abney Mills to Allied Products Corporation, Greenville County, S. C.", also prepared by Dalton and Neves Co., and dated June, 1980. According to said plat the property is bounded on the north by James Road, on the east by U. S. Highway No. 276 and property of Allied Products Corporation, on the south by Mill Street Extension, Lots 86, 87, 88, 89 and 82 of the Subdivision for Abney Mills, property of Allied Products Corporation, Lots 78, 77, 76, 75, 74, 73, 72, 71, 70 and 69 of said Subdivision, on the southwest by a county road and on the northwest by Front Street and is more particularly described as follows. Beginning at an iron pipe, said pipe being located at the point of intersection of the

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