STATE OF SOUTH CAROLINA

MORTGAGE TO SECURE FUTURE ADVANCES & OBLIGATIONS VOLTO VOLTO 7 MEZOS

COUNTY OF GREENVILLE

This mortgage is made this placed and corporation organized and existing under the laws of South Carolina, whose address is P. O. Box 708, Greer, SC 29652 (herein "Lender") H.C.

WHEREAS, Mortgagors (personally and as Pashion First, Inc.) desire to facilitate future financing through Lender by executing this Master Mortgage to secure future advances which shall be evidenced by Notes executed at the time of such advances; and the terms of such future advances shall be negotiated at the time of such advances; and

WHEREAS, Mortgagors, doing business as Fashlon First, Inc., from time to time may desire to have Mortgagee issue letters of credit relating to such business operation and desires that any contingent liabilities created thereby shall be secured by this Mortgage; and

WHEREAS, the total amount of advances and/or contingent liabilities outstanding hereunder shall not exceed the sum of THIRTY TWO THOUSAND AND NO/100ths (\$32,000.00) DOLLARS;

THEREFORE, to secure all such advances and obligations as may arise hereunder, Borrowers do hereby mortgage, grant and convey unto Lender, the following described property:

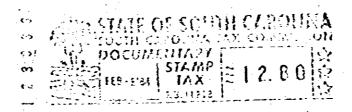
ALL that lot of land in the State of South Carolina, County of Greenville, in the City of Greer, located at the northeasterly corner of the intersection of Tryon Street and Holly Circle, fronting on the easterly side of Tryon Street a distance of approximately 92 feet and fronting on the northerly side of Holly Circle a distance of 161.8 feet and being more particularly described in accordance with a deed recorded in Deed Book 459 at page 213.

THIS is the identical property conveyed to the Mortgagors by deed of McElrath & Tucker, Inc. recorded on November 28, 1967 in Deed Book 833 at page 460.

THIS mortgage is second and junior in lien to that first mortgage executed by the Mortgagors to Greer Federal Savings and Loan Association, in the original amount of \$13,200, recorded on November 28, 1967 in Mortgage Book 1077 at page 540

TO HAVE AND TO HOID unto Lender and Lender's successors and assigns, forever, together with all the improvements how or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all or which, including replacements and additions thereto, shall be deemed to be and to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.



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