

FILED
GREENVILLE
MORTGAGEE'S CONSENT AND AGREEMENT

JUL 16 11 25 AM '84

DONNIE S. SHELLEY
R.M.C.

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To: FNB Financial Company
100 Federal Street
Boston, Massachusetts

The undersigned, being the holder of that certain Mortgage and Security Agreement, dated as of June y, 1984, from Woodside Mills, Inc., a South Carolina corporation (the "Borrower") to the undersigned (the "Mortgage"), upon the premises more particularly described on Exhibit A attached hereto and hereby made a part hereof, in consideration of TEN DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, and to induce you to provide financial accommodations to the Borrower, including the making of loans under that certain Term Loan Agreement dated as of June 4, 1984, and that certain Factoring Agreement, dated as of June 4, 1984, both between you and the Borrower (collectively, the "Credit Agreements"), hereby consents to your security interest acquired pursuant to the Credit Agreements in all equipment (including but not limited to all machinery, apparatus, equipment, fittings, fixtures, tools, parts, office equipment and supplies, but excluding all heating and air conditioning systems constituting fixtures), in all inventory (including but not limited to raw materials, work in process and finished goods) and in all other personal property of the Borrower, tangible or intangible, wherever located and whenever acquired; and the undersigned hereby acknowledges and agrees that as between the undersigned and you all such equipment owned or otherwise possessed by the Borrower presently located on the premises or which may hereafter be located thereon shall be and remain personal property and shall not be or be deemed to be fixtures or part of the realty or appurtenances thereto; the undersigned hereby acknowledges and agrees that it claims no security interest in any of such personal property and fixtures nor in any repairs, additions, accessions, and replacements thereof and substitutions therefor nor the proceeds therefrom; the undersigned hereby waives any and all right to reimbursement for repairs of physical injury to the premises caused by removal of any of such personal property and fixtures upon default by the Borrower under the Credit Agreements and agrees to provide you access to the premises during reasonable business hours to remove such personal property and fixtures; and the undersigned hereby agrees that, notwithstanding any provisions in the Mortgage to the contrary, no default under the Mortgage shall be deemed to have occurred unless and until the undersigned shall have given you notice of the occurrence of an event of default, as defined in the Mortgage, and such event of default shall have continued uncured for a period of ten (10) days from the date such notice is received by you. The consents and agreements herein contained are granted notwithstanding any provision of the Mortgage or any document or instrument relating thereto to the contrary. All of your rights and privileges hereunder shall inure to the benefit of your successors and assigns, and shall bind the undersigned's successors and assigns.

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IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officer under seal, this 4th day of June, 1984.

THE CITIZENS AND SOUTHERN
NATIONAL BANK OF SOUTH CAROLINA

Signed, sealed and delivered
in the presence of:

By: DeRoy E. Oudd (SEAL)
Vice President

Marilyn S. Kirby STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

Witness
Karen M. Cox
Notary Public

The foregoing instrument was acknowledged before me this 4th day of June, 1984 by DeRoy E. Oudd, Vice President of Citizens and Southern National Bank of South Carolina, a national banking association, on behalf of the bank.

My commission expires: 1/25/93

Carl F. Miller
Carl F. Miller

Notary Public for South Carolina
My Commission expires: 01/11/88

[NOTARIAL SEAL]

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