Sterens Tower.

1185 Ave of the Americas NEW YORK IN Y. 10036

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STATE OF SOUTH CAROLINA

PURCHASE MONEY MORTGAGE AND SECURITY AGREEMENT

GREENVILLE COUNTY OF

444 E H TO ALL WHOM THESE PRESENTS MAY CONCERN:

INTEX PRODUCTS, INC., a South Carolina corporation (hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto J. P. STEVENS & CO., INC., a Delaware corporation (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note(s) of even date herewith, the terms of which are incorporated herein by reference, in the sum of Two Million Five Hundred Thousand Dollars (\$2,500,000.00), with interest thereon as provided in said promissory note(s), said principal and interest to be paid as therein stated; and

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 other matters described herein; and

WHEREAS, the unpaid balance of said debt or debts, if not sooner paid, shall be due and payable August 3, 1992,

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 any advances described above made to or for its account by the Mortgagee, and to secure the performance of all the covenants, conditions, stipulations and agreements contained herein, 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:

Ι.

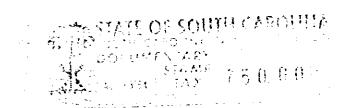
All that piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being described in Exhibit A attached hereto.

Together with all and singular the easements, ways, rights, privileges, members, hereditaments and appurtenances to the same belonging or in any way incident or appertaining, including but not limited to, all and singula: the buildings and improvements now and hereafter thereon (including all materials to be used in the construction, maintenance and repair of same), and together also with all shades, wall-to-wall carpeting, screens and screening, awnings, plants, shrubs and landscaping, elevators, plumbing material, gas and electrical fixtures and equipment, and all heating, cooling, air conditioning and lighting fixtures, equipment and/or apparatus now or hereafter on said premises, whether affixed or annexed or not, and used or usable in connection with any present or future operation of the premises, all of which shall be deemed realty and conveyed by this mortgage, and all rents, issues and profits which may arise or be had from any portion or all of said premises.

II.

The equipment described in Exhibit B hereto, together with all substitutes and replacements thereof.

TO HAVE AND TO HOLD all and singular the above described premises, with the appurtenances thereto, unto the Mortgagee, its successors and assigns, forever.



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