

RECORDED
MED. & L. 12/15/85

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

REAL ESTATE MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN, THE MORTGAGOR
AND MORTGAGEE HEREINAFTER NAMED SEND GREETINGS:

WHEREAS, the said WOODSIDE MILLS, INC., hereinafter
sometimes also called Mortgagor, in and by its certain Note or
obligation bearing even date herewith, hereinafter also sometimes
called the Note, stands indebted, firmly held and bound unto
CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA,
hereinafter called Mortgagee or Bank, in the full and just
principal sum of FIVE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS
(\$5,250,000), due June 4, 1985, with interest thereon payable at
maturity at the prime rate of interest of Mortgagee as that rate
varies from time to time plus 1% per annum, hereinafter sometimes
also called the Note Rate,

(Said Note provides that default in payment of either
principal or interest shall render the whole debt due at the
option of the Mortgagee or holder hereof. Forbearance to exercise
this right with respect to any failure or breach of the maker
shall not constitute a waiver of the right as to any subsequent
failure or breach. Both principal and interest are payable in
lawful money of the United States of America, at the office of the
Mortgagee in Greenville, South Carolina, or at such other place as
the holder hereof may from time to time designate in writing.)

NOW, KNOW ALL MEN, that the said Mortgagor in consideration
of the said debt and sum of money aforesaid, and for the better
securing the payment thereof to the said Mortgagee according to
the terms of the Note; and also in consideration of the further
sum of THREE DOLLARS, to the said Mortgagor in hand well and truly
paid by the said 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 said Mortgagee the
real estate described on the attached Exhibit "A", hereinafter
also sometimes called the Premises.

TOGETHER with all and singular the rights, members,
hereditaments and appurtenances to the said Premises belonging, or
in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said Premises unto
the said Mortgagee, its successors and assigns forever. And
Mortgagor does hereby bind its successors and assigns, to warrant
and forever defend all and singular the said Premises unto the
said Mortgagee, its successors and assigns from and against the
Mortgagor and its successors and assigns and all others whomsoever
lawfully claiming or to claim the same or any part thereof and the

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