

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA, )
COUNTY OF GREENVILLE. )

THIS MORTGAGE, dated April 1, 1939, between SOUTHERN WORSTED CORPORATION, a corporation organized and existing under the laws of the State of South Carolina and having its principal place of business in the County of Greenville in said State, hereinafter referred to as the company, party of the first part, and THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON, a corporation organized and existing under the laws of the United States of America and having an office and place of business in the City of Greenville, in the State of South Carolina, hereinafter referred to as the trustee, party of the second part,

WITNESSETH

The Debt hereby secured is Full and the Lien of this instrument is Satisfied this 12 Day of April 1943

WHEREAS, the company, under and by virtue of the laws of the State of South Carolina, is authorized to issue its negotiable notes for corporate purposes and to secure the payment thereof by mortgage upon its property, and

The South Carolina National Bank, Greenville, S.C. as Trustee
Witness: Margaret M. Harris, Annual

WHEREAS, the company purposes to retire its preferred stock by the payment of 50% of the par value in cash and 50% to be represented by notes of the company in the aggregate amount of Two Hundred Ninety-nine Thousand, Eight Hundred Fifty (\$299,850.00) Dollars, and

WHEREAS, at meetings of the directors and of the stockholders, respectively, duly called and held, the issuing of said notes and the execution of this indenture have been duly authorized and approved; and

WHEREAS, said notes are to be issued in two series known as Series A and B; the notes of Series A aggregating One Hundred Forty-nine Thousand Nine Hundred Twenty-five (\$149,925.00) Dollars and being payable April 1, 1943, and the notes of Series B aggregating One Hundred Forty-nine Thousand Nine Hundred Twenty-five (\$149,925.00) Dollars and being payable April 1, 1945, all of said notes to be in such denominations as may be desired, and to be dated April 1st, 1939, and to bear interest at the rate of five (5%) per cent per annum payable quarterly in the first days of July, October, January and April in each year, and

WHEREAS, the said notes and the certificate of the Trustee shall be in form substantially as follows: (The blanks to be appropriately filled in).

FORM OF NOTE.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE.

No. \_\_\_\_\_

SOUTHERN WORSTED CORPORATION
FIVE PER CENT FIRST MORTGAGE NOTE
SERIES \_\_\_\_\_

RECORDED AND CANCELLED OF
RECORD 12 DAY OF April 1943
Ollie Jambovath
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 3:54 O'CLOCK
# 3591

FOR VALUR RECEIVED, Southern Worsted Corporation, a corporation organized and existing under the laws of the State of South Carolina, promises to pay to \_\_\_\_\_ the registered holder of this note, the sum of \_\_\_\_\_ Dollars, on the first day of April, 194\_\_\_\_, in lawful money of the United States of America at The South Carolina National Bank of Charleston in the City of Greenville, State of South Carolina, with interest thereon from the date hereof at the rate of five (5%) per cent per annum payable quarterly on the first days of July, October, January and April in each year in like lawful money of the United States of America.

This note is one of an authorized issue on notes aggregating Two Hundred Ninety-nine Thousand Eight Hundred fifty (\$299,850.00) Dollars issued in two series lettered "A" and "B"; the notes of Series A aggregating One Hundred Forty-nine Thousand Nine Hundred Twenty-five (\$149,925.00) Dollars and being payable April 1, 1943, and the notes of Series B aggregating One Hundred Forty-nine Thousand Nine Hundred Twenty-five (\$149,925.00) Dollars and being payable April 1, 1945, the notes of each series being numbered consecutively from one upwards, and all of said notes being of even date herewith and of like tenor and effect, except as to number and denomination, and secured by a First Mortgage Deed of Trust of even date herewith made by Southern Worsted Corporation to the South Carolina National Bank of Charleston (Greenville Branch) as Trustee, and all of said notes are issued, received and held subject to all the terms and conditions and entitled to all the benefits specified in said mortgage.

This note is subject to call for prior payment on any interest date in accordance with the provisions of said mortgage. After the day fixed in such notice for prior payment, interest hereon shall cease unless payment hereof shall be refused after presentation pursuant to such notice.

This note shall be registered in the name of the owner on the books of The South Carolina National Bank of Charleston (Greenville Branch), registrar of the corporation, and after such registration no transfer shall be valid unless made on said books by the registered owner