

AFB/mam  
2/12/80

FILED  
S.C.

101 S. TRYON STREET, SUITE 3060  
CHARLOTTE, N.C. 28280

1496 220

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

SS: J. C. WILKINS

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, BENGAL CORPORATION, a South Carolina corporation of Greenville, South Carolina, hereinafter called "Mortgagor", stands firmly held, bound and indebted unto COMMERCIAL CREDIT BUSINESS LOANS, INC., a corporation organized and having its existence pursuant to the laws of the State of Delaware, with a place of business in Charlotte, North Carolina, hereinafter called "Mortgagee",

NOW, KNOW ALL MEN, That Mortgagor, for and in consideration of advances made by Mortgagee to Mortgagor, and for the performance and observance by Mortgagor of all of the terms, covenants and conditions contained in this Mortgage of Real Estate and in consideration of the further sum of Ten Dollars (\$10.00), in hand and well and truly paid by Mortgagor unto Mortgagee at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged by Mortgagor, and as additional collateral security for the payment and performance of any indebtedness, obligations, contracts, writings or notes, now or hereafter made and now due or to become due, of Mortgagor to Mortgagee, Mortgagor has granted, bargained, sold, conveyed, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain, sell, convey, alien, enfeoff, release and confirm unto Mortgagee, its successors and assigns, and gives and agrees that Mortgagee has a security interest in the real property more particularly described in Exhibit "A", attached hereto and made a part hereof.

TOGETHER with all and singular the buildings, improvements, hereditaments and appurtenances whatsoever unto any and every of said premises and estates hereby granted and conveyed, belonging and appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estates, right, title, interest, possession, claim and demand of every nature and kind whatsoever of Mortgagor, as well at law as in equity of, and to the same;

TOGETHER with the plants, buildings, structures, improvements and fixtures, located or installed on said premises at any time, all of said property, whether real or personal, being hereinafter referred to as the "Mortgaged Property".

TO HAVE AND TO HOLD all and singular the said Mortgaged Property unto Mortgagee, its successors and assigns, to and for the only proper use and benefit of Mortgagee, its successors and assigns, forever.

Mortgagor hereby warrants, represents, promises, covenants and agrees to and with Mortgagee as follows:

1. Mortgagor is lawfully seized of an indefeasible estate in fee simple in the real estate above described. The title of Mortgagor to the Mortgaged Property is free and clear of all encumbrances and liens whatsoever and Mortgagor has a good and legal right to grant and convey the Mortgaged Property to Mortgagee as herein provided. Mortgagor will warrant and forever defend the

\*in the amount of \$850,000.00, AND FURTHER ADVANCES AS MAY BE MADE AS SET FORTH ON PAGE 5 HEREOF

SC70  
FEE2280  
249

7.0001

020

4328 RV.2