

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)
MORTGAGE
SHERSLEY

1531 265

TO ALL WHOM THESE PRESENTS MAY CONCERN: COMMERCIAL AFFILIATES, INC. (hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto JOHN P. MAGUIRE & CO., INC. (hereinafter referred to as Mortgagee) as evidenced by a Loan Agreement, dated October 9, 1980, by a Guaranty of Obligations, dated October 9, 1980, and by a Factoring Agreement, dated February 20, 1975, all as heretofore and hereafter supplemented and amended, (said documents and all obligations heretofore or hereafter arising thereunder being hereafter referred to collectively as the "Mortgagor's Obligations"), 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 for any other purpose, and

WHEREAS, the unpaid balance of said debt or debts, if not sooner paid, shall be due and payable on demand,

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof and any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, but the amount secured hereby shall not exceed \$100,000.00 of the principal amount of indebtedness now or hereafter owing by Mortgagor to Mortgagee, at any time or times outstanding, plus interest thereon at the rate provided in the aforesaid Factoring Agreement, plus the amounts specified in paragraphs 2, 4, 5, 6 and 16 hereof, and to secure the performance of all the covenants, conditions, stipulations and agreements contained herein and/or in any other document given by the Mortgagor to the Mortgagee in connection therewith, 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:

ALL that piece, parcel, or tract of land in Greenville County, State of South Carolina, being shown and designated as the tract containing 20.47 acres according to plat entitled "Survey for Brookline Carpets, Inc." made by Piedmont Engineers-Architects-Planners, December 6, 1973, recorded in the RMC Office of Greenville County in Plat Book 5E at Page 20. According to said plat, the property is more fully described as follows:

BEGINNING at an iron pin at the Northeastern corner of said tract on U.S. Hwy. 123 at the joint front corner of property owned by Threatt-Maxwell Enterprises, Inc. and running thence along the joint line of said Threatt-Maxwell Enterprises, Inc. property S. 3-11 E. 1376.0 ft. to an iron pin on Saluda River; thence with Saluda River as line the following courses and distances: N 60-16 W. 124.4 ft.; N. 64-38 W. 367.8 ft.; N. 55-56 W. 159.5 ft.; N. 45-55 W. 70.8 ft.; N. 66-46 W. 86.7 ft.; N. 58-19 W. 92.6 ft.; N. 40-50 W. 98.0 ft.; N. 62-06 W. 138.5 ft.; N. 69-12 W. 117.15 ft. to an iron pin at the corner of property owned by Faye C. Ballew; thence with the Ballew line N. 36-26 E. 647.4 ft. to an iron pin; thence N. 23-23 E. 220.15 ft. to an iron pin on U.S. Hwy. 123; thence with right of way of said highway N. 86-49 E. 530.0 ft. to an iron pin, the point of beginning.

GCTO -----? MR 581 525 11.00CT

5
6
2
0

4328 RV-2