To All Whom These Presents May Concern:

BROOKLINE FABRICS, INC.

(herein called mortgagor) SENDS GREETING:

WHEREAS, the said mortgagor, Brookl

Brookline Fabrics, Inc.,

a corporation chartered under the laws of the State of

South Carolina

, is well and truly indebted

to the mortgagee

THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA,

in the full and just sum of

One Hundred Fifty Thousand and No/100 (\$150,000.00)

Dollars, in and by its certain promissory note in writing, of even date herewith, due and payable as follows:

One Thousand Six Hundred Sixty-Five and 30/100 (\$1,665.30) Dollars on the 4 day of each and every month thereafter until paid in full, payments to be applied first to interest and then to principal, the maker reserving the right to prepay any part or all of the balance due on any payment date without penalty or fee, provided any partial payment to be in accordance with the amortization schedule;

with interest from

date

, at the rate of

six (6%)

percentum until paid; interest to be computed and paid

monthly

until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of its interests to place and the holder should place the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses, including ten per cent of the indebtedness as attorney's fee, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

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 said note, and also in consideration of the further sum of Three Dollars to the said 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 said

The Citizens and Southern National Bank of South Carolina, its successors and assigns forever:

All those two certain pieces, parcels or tracts of land, with the buildings and improvements thereon, lying and being on the easterly and westerly side of the right-of-way of Greenville and Northern Railroad, also located just to the north of Drayton Avenue, near the City of Greenville, S. C., and having according to a plat thereof made by R. K. Campbell, entitled "Property of Brookline Fabrics, Inc.", dated December 2, 1960, and revised December 21, 1962, the following metes and bounds, to-wit:

Parcel No. 1: BEGINNING at an iron pin, property now or formerly of Harold Holder, said pin being located in a northerly direction 132 feet, more or less, from the northerly side of Drayton Avenue, and also being located on the easterly side of the right-of-way of Greenville and Northern Railroad, and running thence along said right-of-way N 12-14

PAID AND FULLY SATISFIED

THIS THE AZDAY OF Masch 1969

THE CITIZENS AND SOUTHERN NATIONAL

BANK OF SOUTH CAROLINA

SATISMED AND CANCELLED OF RECORD

3/ DAY OF March 1969

Ollie Farmeworth

R. M. C. FOR OREENVILLE COUNTY, S. C.

AT 11:5700LOCK A. M. NO. 23190

By St. Dean Hudson asst. cashier

WITNESS Latingia L. House

a. Jones