STATE OF SOUTH CAROLINAREF HY

COUNTY OF GREENVILLE

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APPMORTGAGE OF REALY ESTATE BY A CORPORATION

Offices to Ottomer to S. C. Walker, Todd & Mann, Attorneys at Law, Greenville, S. C. WHEREAS, Kash & Karry Wholesale, Inc., as Debtor in Possession, (hereinafter "Debtor") has executed its promissory note to Associated Grocers, Inc. of S.C. (hereinafter "Mortgagee"), in the amount of \$35,000.00, said note to be paid in full no later than 66 months from date;

WHEREAS, in order to extend credit to Debtor, Hortgagee has required as additional security a mortgage on certain real estate owned by Mulberry Corporation (hereinafter "Mortgagor");

WHEREAS, in order to induce such extension of credit by Hortgagee, Hortgagor has agreed to execute and deliver its mortgage to Hortgagee.

NOW, THEREFORE, TO ALL WHOM THESE PRESENTS MAY CONCERN: Hulberry Corporation, (herein called Hortgagor) SENDS GREETING:

WHEREAS, the said mortgagor, Mulberry Corporation

a corporation chartered under the laws of the State of South Carolina

, is well and truly indebted

to the mortgagee in the full and just sum of Thirty-Five Thousand and No/100ths-----

Dollars, in and by its certain promissory note in writing of even date herewith, due and payable according to the terms of a promissory note of Kash & Karry Wholesale, Inc., as debtor in possession, of even date herewith, which note is payable in full no later than 66 months from date.

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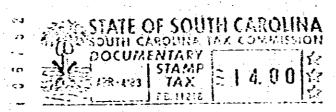
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NAMELY WASHEST All interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option 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

Associated Grocers, Inc. of S.C., its successors and assigns:

SEE EXHIBIT "A" ATTACHED HERETO



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