

hereinafter called the "Bonds") as provided therein; and

WHEREAS, the Original Mortgage was filed for record on September 3, 1964, and is duly recorded in the R.M.C. Office for Greenville County, South Carolina, in Mortgage Book 152 at page 204, as a lien upon all of the Company's property, rights and franchises, then owned or thereafter acquired, as provided in the Original Mortgage except such property as is expressly excepted and excluded therein; and

WHEREAS, Nylon Industries, Inc., a Delaware corporation, and a Subsidiary of the Company (hereinafter called "NII"), has heretofore executed and delivered to the Company a certain Mortgage, dated September 2, 1964 (hereinafter called the "NII Mortgage") to secure its promissory Note, dated September 2, 1964 and payable to the Company in the principal sum of \$49,000,000 (hereinafter called the "NII Note"), as provided for in said Mortgage; and

WHEREAS, the NII Note and the NII Mortgage simultaneously with the execution and delivery of the Original Mortgage were duly assigned by the Company to the Trustees as additional security for the Bonds; and

WHEREAS, the NII Mortgage and the assignment of the NII Note and the NII Mortgage to the Trustees were filed for