

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

BOOK 1079 PAGE 331
LEATHERWOOD, WALKER, TODD & MANN MORTGAGE

THIS MORTGAGE DEED, made the 12th day of December, 1967, by and between AZALEA MEATS OF GREENVILLE, INC., having an office at 205 Cedar Lane Road, Greenville, South Carolina

a South Carolina corporation, hereinafter called the Mortgagor, which term shall include the successors and assigns of the said Mortgagor, wherever the context so requires or admits, to SOUTHEASTERN FINANCIAL CORPORATION, a North Carolina corporation, and FRANKLIN NATIONAL BANK, a national banking association under the laws of the United States, hereinafter collectively called the Mortgagee, which term shall include their successors and assigns wherever the context so requires or admits.

W I T N E S S E T H :

WHEREAS:

1. The Mortgagor has borrowed from and is indebted to the Mortgagee in the amount of \$700,000 secured by, and to be paid according to the terms and conditions of this Mortgage and a certain promissory note (the "Note") of even date herewith executed and delivered by the Mortgagor to the Mortgagee, to be paid in accordance with the provisions of the Note; and

2. The Mortgagor and Mortgagee have entered into an agreement termed Secured Revolving Credit Agreement, dated of even date herewith, wherein and whereby the Mortgagee has agreed to advance to the Mortgagor from time to time sums up to and including an aggregate of \$900,000; and

3. This Mortgage is given to secure, to the extent of \$1,600,000 in the aggregate, (i) the payment of the Note, (ii) the payment by the Mortgagor of all amounts due the Mortgagee, and the performance by the Mortgagor of all its obligations to Mortgagee, under said Secured Revolving Credit Agreement, and (iii) the payment when due of each and every debt, of every nature, of the Mortgagor to the Mortgagee, including but not limited to claims assigned to or otherwise acquired by the Mortgagee, arising out of, under or in connection with any transaction heretofore or hereafter entered into, and all interest, late charges, disbursements, expenses, legal fees, and all liabilities and losses incurred by the Mortgagee in connection with any transaction.

4. Wherever in this Mortgage reference is made to payment of the Note it shall be taken to mean payment of or under the Note, or payment and performance of or under the Secured Revolving Credit Agreement, or both, as the context requires or permits.

NOW, THEREFORE, in consideration of said loan and the making of said Secured Revolving Credit Agreement, and for the purpose of securing payment of and performance thereunder to the Mortgagee, and to secure also the performance of the covenants and agreements hereinbefore and hereinafter expressed, and also in further consideration of One Dollar each to the other in hand paid, the receipt whereof is hereby acknowledged, the Mortgagor has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto the Mortgagee and its successors and assigns.

All those pieces, parcels or tracts of land situate, lying and being on the southern side of Drayton Avenue (new Belt Line Road) near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Tracts Nos. 1 and 2 as shown on a plat entitled "Property of Carolina Loan and Trust Co." prepared by Dalton & Neves, dated September, 1939, revised February, 1941, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book L, at page 99, and having according to said plat the following metes and bounds: BEGINNING at a point in the center of Reedy River and on the southern side of Drayton Avenue (New Belt Line Road) and running

DEC 15 12 29 PM 1967

CLLIE EASONS WORTH
R.M.C.

For Release R/W to Duke Power Co. See Deed Book 987 Page 188
For Release R/W to Duke Power Co. See Deed Book 987 page 302, Re. record.

Lien Released by Sale
Foreclosure Day of
A.D. 19... See Judgment 607
No. ...