

MORTGAGE

This Mortgage made this 15th day of February, 1972, between U.P.D., Inc., a New York corporation, having an office at 1412 Broadway, New York, New York (hereinafter called Mortgagor); and Ford Motor Credit Company, a Delaware corporation, having an office at The American Road, Dearborn, Michigan (hereinafter called Mortgagee).

Witnesseth

WHEREAS, Mortgagee, has agreed to make a loan, in the amount of \$2,500,000 to Mortgagor, Allen Knitting Mills, Inc., a Delaware corporation, Allen Knitting Mills, Inc., a New York corporation, Standard Textile Mills, Inc., a North Carolina corporation, United Bonding Corp., a North Carolina corporation, U.W.M., Inc., a New York corporation and Thrift Dye Works, Inc., a North Carolina corporation (hereinafter collectively called Borrowers), pursuant to the terms and conditions of a Capital Loan and Security Agreement, dated as of this date, between Borrowers and Mortgagee (hereinafter called the Loan Agreement); and

WHEREAS, Mortgagor and the other Borrowers has agreed to repay such loan, with interest, as provided in a Promissory Note; dated as of this date (hereinafter called the Note);

NOW, THEREFORE, as part of the consideration for and to induce Mortgagee to make such loan, Mortgagor covenants, agrees and warrants as follows:

I. Grant

To secure (i) the payment of the principal and interest on the Note, and (ii) the payment, performance and discharge of all indebtedness and other obligations now or hereafter owing and to be performed by Mortgagor, the other Borrowers and any other party liable for payment of all or any part of the indebtedness secured hereby, under the other "Loan Documents" (as such term is defined in the Loan Agreement) or otherwise Mortgagor by these presents hereby grants, bargains, sells, assigns, mortgages, conveys and warrants unto Mortgagee, its successors and assigns forever, the property described on Schedule A hereto, TOGETHER WITH:

FILED  
GREENVILLE CO. S. C.  
2 27 PM '72  
OLLIE FARNSWORTH  
F. H. C.