

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, BROOKLINE CARPETS, INC., a corporation organized and existing under the laws of the State of South Carolina (hereinafter referred to as Mortgagor) is well and truly indebted unto

THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum of:

FOUR HUNDRED FIFTY THOUSAND AND NO/100 Dollars

(\$450,000.00) due and payable as provided for under the terms and conditions of said note, which are incorporated herein by reference and made a part hereof as though they set forth herein, with interest thereon from date ~~of the date of the promissory note~~ as set forth in said promissory note which by reference is incorporated herein and made a part hereof

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the 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 Mortgagee, its successors and assigns:

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 2, 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 W 67.1 feet to a point; thence continuing with said right-of-way N. 7-0 W. 89.3 feet to a point; thence continuing with said right-of-way N. 10-07 W. 119 feet to a point on said right-of-way; thence continuing along said right-of-way N. 11-57 W. 149.9 feet to a point on said right-of-way; thence N. 20-49 W. 202.2 feet to an iron pin on the right of way designated on said plat as right-of-way of C & W C and Southern Railroads; thence continuing along said right-of-way N. 18-14 W. 100 feet to Reedy River; thence along the center of said River on the following courses and distances, the same being traverse lines: S. 57-36 E. 323.5 feet; S. 33-53 E. 75.7 feet; S. 32-35 E. 200.4 feet; S. 14-04 E. 159 feet; S. 13-17 E. 77 feet; thence turning and leaving said River as the line, S. 79-21 W. 284.5 feet to an iron pin, the point of beginning.

PARCEL NO. 2: BEGINNING at a point in the center of Reedy River, on the westerly side of the right of way designated on the aforementioned plat as C & WC and Southern Railroad right of way, and running thence along the westerly side of said right of way, S. 20-36 E. 110 feet, more or less, thence S. 17-41 E. 100 feet to an iron pin; thence S. 16-08 E. 115.2 feet to an iron pin; thence S. 70-27 W. 141.4 feet to an iron pin; thence N. 56-13 W. 12.1 feet to an iron pin; thence N. 13-36 W. 300 feet to an iron pin; thence N. 40-30 W. 375.4 feet, more or less, to the center of Reedy River; thence along the center of Reedy River on a traverse line, S. 57-27 E. 423.1 feet to the point of beginning.

Any provisions of this real estate mortgage to the contrary notwithstanding, the mortgagor is hereby granted a grace period of thirty (30) days to cure any default which would cause the entire balance of this debt to become immediately due and payable; provided, however, that the mortgagee shall be under no duty or obligation to give notice to the mortgagor of such default. It is expressly understood and agreed by and between the mortgagor and mortgagee herein that this mortgage shall not only secure the payment of the aforesaid promissory note, but it shall also secure any extensions or renewals of the aforesaid promissory note as well as any and all other indebtedness now existing or hereafter arising by the mortgagor to the mortgagee.

The Mortgagor has entered into a Term Loan Agreement with the Bank of even date herewith, and said Agreement is incorporated herein by reference with the same effect as if written herein and failure by the Mortgagor to comply with any of the terms and provisions of said Agreement shall constitute a default by the Mortgagor hereunder, and in such case the Bank shall have the same rights and powers as if there had been a default in the payment of the Note secured hereby.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

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