

AFFIDAVIT
FILED *R*

MORTGAGE OF REAL ESTATE BY A CORPORATION
OFFICES OF LEATHERWOOD, WALKER, TODD & MANN, ATTORNEYS AT LAW, GREENVILLE, S. C.
GREENVILLE CO. S. C.

FILED
OCT 11 4 46 PM '84
BONNIE S. TANNERSLEY
R.M.C.

State of South Carolina

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

EMB-TEX CORPORATION

(herein called mortgagor) SENDS GREETING:

WHEREAS, the said mortgagor,

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 One Million Five Hundred Thousand (\$1,500,000.00)

Dollars, in and by its certain promissory note in writing, of even date herewith, due and payable together with interest as provided for in said note with a final maturity of October 11, 1984.

9/16 with interest from _____ at the rate of _____

percentum until paid; interest to be computed and paid

~~until paid in full, 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

BANKERS TRUST OF SOUTH CAROLINA

All that certain piece, parcel or tract of land containing 14.5 acres, more or less together with improvements thereon, situate, lying and being in the town of Travelers Rest, Greenville County, South Carolina, on the western side of U. S. Highway 25 and the southern side of the Old Little Texas Road and having the following metes and bounds according to plat entitled property of Continental Laces, Inc., by C. C. Jones-Civil Engineer, dated July, 1962, recorded in Plat Book AAA, Page 167, Greenville County RMC Office.

BEGINNING at an iron pin in the center of the Old Little Texas Road on the western edge of the right-of-way for U. S. Highway 25 and running thence with said right-of-way for U. S. Highway 25 S. 37-47 W. 565.5 feet to an iron pin; thence leaving said Highway right-of-way and running N. 76-50 W. 500.4 feet to an iron pin; thence N. 1-48 W. 1159.5 feet to an iron pin on the southern right-of-way of State Park Road; thence with said right-of-way for State Park Road S. 77-27 E. 139.4 feet to an iron pin; thence leaving said road right-of-way and running S. 35-13 W. 28 feet to a point in the center of the Old Little Texas Road; thence with the center of said Old Little Texas Road S. 38-05 E. 67.2 feet to a point; thence S. 27-52 E. 127.8 feet to a point; thence S. 44-47 E. 104.4 feet to a point;

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