

Mortgagee's Address: Bankers Trust of South Carolina, N.A.
P. O. Box 608, Greenville, S.C. 29602

MORTGAGE OF REAL ESTATE—Office Greenville 608000 & Parham, P.A. Greenville, S. C.

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DONALD S. TANKERSLEY
REC'D.

THIRD
MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Bahan Textile Machinery Co., a South Carolina Corporation,

(hereinafter referred to as Mortgagor) SEND (S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto BANKERS TRUST OF SOUTH CAROLINA N.A. (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

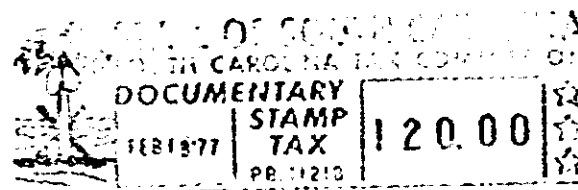
Three Hundred Thousand -----DOLLARS (\$ 300,000.00)
with interest thereon from date at the rate of _____ per centum per annum, said principal and interest to be repaid as follows: Interest at the rate of 2 1/2% per annum above the Bank's prime rate of interest to be adjusted daily to be repaid at the rate of \$25,000.00 per quarter, plus interest beginning 90 days from the date of execution of the note until paid in full.

WHEREAS, Mortgagor is also well and truly obligated to Bankers Trust of South Carolina N.A., as a result of guaranteeing of the promissory note of Bahan Machine and Foundry Corp. in the amount of \$660,500.00, the terms of which are incorporated herein by reference, and as a result of Mortgagor's note in the amount of \$187,500.00, the terms of which are also incorporated herein by reference.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced 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, ^{or guarantee} 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 heirs, successors and assigns the following described piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon:

See Exhibit A attached hereto.



Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and any other equipment or 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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