

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE S.C.
DEC 21 9 13 AM '93

BOOK 1453 PAGE 413

OPEN-END MORTGAGE

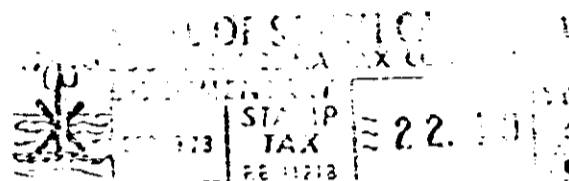
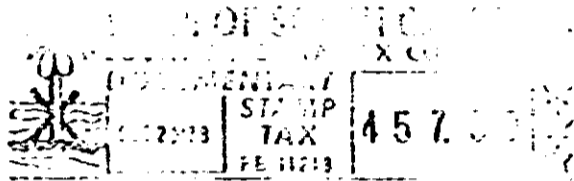
KNOW ALL MEN BY THESE PRESENTS: THAT Coca-Cola Bottling Company of Greenville, Inc.

(hereinafter called "Mortgagors", whether one or more),

in consideration of the sum of One Million Two Hundred Thousand and No/100-----
DOLLARS (\$1,200,000.00) to them paid by

Aiken-Speir, Inc., a South Carolina Corporation, with its principal office at 265 W. Cheves St.,
Florence, S.C. (hereinafter called "Mortgagee"), do hereby grant, bargain, sell and convey unto Mortgagee, its successors and
assigns, forever, the following described real estate, situated in the City of Greenville, County
of Greenville, and State of South Carolina, to-wit:

See Attached Exhibit "A" which is attached hereto and incorporated herein
by reference.



TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, all present and future buildings and improvements thereon and all chattels and fixtures now or hereafter erected or placed in or upon said real estate or now or hereafter attached to or used in connection with said real estate, whether or not the same have or would become part of said real estate by attachment thereto, including, without limiting the generality of the foregoing, all lighting, heating, cooling, ventilating, air-conditioning, incinerating, sprinkling and plumbing systems and all pipes, wires, fixtures and apparatus, forming a part of or used in connection therewith; elevators and motors; refrigeration plants or units; cooking appliances; cabinets; storm windows and doors; window and door screens; awnings and window and door shades; and all wall-to-wall carpeting; all of which shall be deemed to be fixtures and together with said real estate, buildings and improvements, tenements, hereditaments and appurtenances are hereinafter referred to as "the premises."

TO HAVE AND TO HOLD the premises unto Mortgagee, its successors and assigns, forever.

Mortgagors and Mortgagee intend that this mortgage shall also secure, in addition to the aforesaid amount to be disbursed hereunder, any additional advances which the Mortgagee may hereafter make at any time while this mortgage remains unreleased of record, provided, that the total unpaid indebtedness hereby secured, exclusive of interest thereon, shall not exceed the sum of One Million Two Hundred Thousand and No/100----- Dollars (\$1,200,000.00)

Mortgagors do covenant with Mortgagee that they are lawfully seized of the premises in fee simple and have full power to convey the same; that the premises are free and clear of all encumbrances; and that they do warrant and will defend the title to the same against the claims of all persons whomsoever.

The conditions of this mortgage are such that:

WHEREAS, Mortgagors have executed and delivered to Mortgagee their certain promissory note, of even date herewith, in the principal sum of One Million Two Hundred Thousand and No/100----- Dollars (\$1,200,000.00 payable with interest in installments, in accordance with the terms of said note, the entire balance of principal and interest being due and payable on the first day of December, 19 93, and

WHEREAS, Mortgagors further covenant and agree:

1. To pay the principal of said note and interest thereon at the times and in the manner therein provided and any other indebtedness hereby secured at the times and in the manner herein provided.
2. To keep the premises in good condition and repair, and not to commit or permit waste of the premises, or remove or permit the removal of any building, improvement or fixture from, or perform or permit any act which may in any way impair the value of, the premises.
3. To pay all taxes and assessments which may accrue, be levied or assessed upon the premises or any part thereof and which may be or become a lien upon the premises or have priority in payment to the indebtedness hereby secured when and as the same become due.

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