STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

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WHEREAS,

CONTINENTAL SOUTHERN INDUSTRIES, INC., a South Carolina Corporation,

(hereinaster referred to as Mortgagor) is well and truly indebted unto FIRST-CITIZENS BANK & TRUST COMPANY, Greenville, South Carolina,

(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

ONE HUNDRED THOUSAND AND NO/100 ----- Dollars (\$ 100,000,00) due and payable According to the terms of a Note of Same Date;

Prime plus

1/2%

with interest thereon from Date at the rate of to the terms of a Note of Same Date;

per centum per annum, to be paid: According

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 that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the eastern side of Buncombe Road and on the

western side of Furman Hall Road, being shown as a tract containing 3.23 acres and a tract containing 4.16 acres on a plat of the property of Beatrice Foods Company and Continental Southern Industries, Inc. dated April 14, 1976 and recorded in Plat Book 5-P at page 30, in the RMC Office for Greenville County and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Buncombe Road which iron pin is S. 3-04 E. 100 feet from the southern side of the Seaboard Railway right-of-way, which iron pin is at the southwestern corner of a 1.707 acre tract and running thence with said 1.707 acre tract due east 600.2 feet to an iron pin; thence S. 79-48 E. 686.2 feet to an iron pin on the western side of Furman Hall Road; thence with said road S. 31-20 W. 152 feet to an iron pin; thence still with said road S, 29-54 W, 260 feet to an iron pin at the northern corner of the intersection of Furman Hall Road and Davis Drive; thence with Davis Drive the following courses and distances: N. 8-13 W. 132 feet, N. 71-27 W. 119 feet, S. 71-12 W. 236 feet, N. 86-18 W. 80.78 feet, N. 87-03 W. 20.02 feet, N. 87-03 W. 66.76 feet, N. 50-50 W. 139 feet, and N. 74-23 W. 161 feet to an iron pin near the center of Cherrydale Drive; thence with the center of Cherrydale Drive N. 3-33 W. 112.7 feet to an iron pin; thence S. 87-10 W. 267.3 feet to an iron pin on the eastern side of Buncombe Road; thence with said road N. 3-04 W. 144.4 feet to the point of beginning.

This property was conveyed to the Mortgagor herein by deed of Meadors Manufacturing Co., Inc., dated October 31, 1973, and recorded March 5, 1974, in the RMC Office for Greenville County in Deed Book 994 at Page 647.

-and-

ALL that certain piece, parcel or tract of land, together with all improvements thereon, situate on the western side of Furman Hall Road in the County of Greenville, State of South Carolina, being shown as a tract containing 2.43 acres on a plat of the Property of Beatrice Foods Co. and Continental Southern Industries, Inc., dated April 14, 1976, prepared by Dalton & Neves Co., Engineers, recorded in Plat Book 5-P at Page 98 in the RMC Office for Greenville County, and having according to said plat, the following metes and bounds, to wit:

(DESCRIPTION CONTINUED ON ATTACHED SHEET)

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging 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 now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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