

SOUTH CAROLINA
MORTGAGE

BOOK 1562 PAGE 841



STATE OF

ss.

COUNTY OF

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WARE PLACE ASSOCIATES, a South Carolina general partnership, having an address c/o Swirl, Inc., 508 Greenville Road, Easley, SC 29640

, hereinafter called "Mortgagor."

whether one or more, sends greetings:

WHEREAS, Mortgagor is indebted to WINGATE APPAREL, INC., a South Carolina corporation, having an address c/o David Kittner, Esquire, Blank, Rome, Comisky & McCauley, 1200 Four Penn Center Plaza, Philadelphia, PA 19103 ("Mortgagee"), for the payment of the principal sum of THREE HUNDRED THOUSAND and 00/100 DOLLARS (\$300,000.00) as evidenced by a note of even date herewith, bearing interest at the rate set forth therein, interest and principal being payable in quarterly installments and the final payment of the entire unpaid balance of principal and interest to become due and payable on the first day of November, 1986, the terms of which are incorporated herein by reference ("Note").

NOW, KNOW ALL MEN, that Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to Mortgagee, and also in consideration of the further sum of One Dollar (\$1.00) to Mortgagor in hand well and truly paid by Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, and released, and by these presents do grant, bargain, sell, assign, and release unto Mortgagee, its successors and assigns, the following described property situated in the County of Greenville, State of South Carolina:

See Exhibits "A", "B", "C" and "D" attached hereto and made a part hereof.

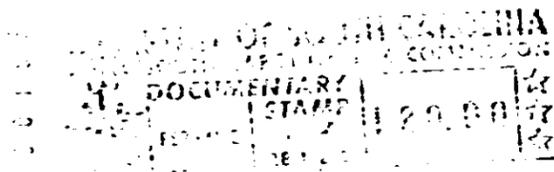
TOGETHER with all and singular the fixtures appurtenant thereto, which shall include, in so far as they now are or may hereafter belong to or be used with the premises or any buildings or improvements thereon and whether attached or detached, movable or immovable, all lighting, heating, cooling, ventilating, air-conditioning, incinerating, sprinkling, and plumbing fixtures; irrigating, water, and power systems; engines and machinery; boilers, ranges, furnaces, oil burners, or units thereof; elevators and motors; refrigeration plants or units; kitchen cabinets; wall beds; storm windows and doors; window and door screens; awnings; window shades; shrubbery; and all property now or hereafter attached to or reasonably necessary to the use of the premises, all of which shall be deemed to be fixtures and shall be part of the security for the indebtedness herein mentioned and shall be covered by this mortgage; and together with all and singular the buildings, improvements, ways, streets, alleys, passages, waters, water courses, rights, liberties, privileges, easements, tenements, hereditaments, and appurtenances thereunto appertaining, and the reversions and remainders, rents, issues, and profits thereof, all of the said property, whether real or personal, being hereinafter designated as "the premises."

This instrument was prepared by:
Blank, Rome, Comisky & McCauley
1200 Four Penn Center Plaza
Philadelphia, PA 19103

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