

STATE OF SOUTH CAROLINA)
 COUNTY OF GREENVILLE)

FILED
 S.C.
 11 PM '82

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: STEEL HEDDLE MFG. CO. (herein-
 after referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor has entered into an industrial revenue financing with Greenville County, South Carolina, pursuant to which Greenville County has issued a \$750,000.00 Greenville County, South Carolina Industrial Revenue Bond, 1982 (Steel Heddle Mfg. Co. Project) (the "Bond"); and

WHEREAS, the Mortgagor and Greenville County have entered into a Loan Agreement (the "Loan Agreement") of even date herewith pursuant to which Greenville County has agreed to lend to the Mortgagor the \$750,000.00 obtained from the sale of the Bond; and

WHEREAS, the Mortgagor has executed to Greenville County a \$750,000.00 Steel Heddle Mfg. Co. Secured Promissory Note (the "Note") of even date herewith evidencing the obligation; and

WHEREAS, Southern Bank and Trust Company has purchased the Bond from Greenville County pursuant to a Bond Purchase Agreement of even date herewith; and

WHEREAS, Greenville County has assigned its rights to receipt of payment pursuant to the Loan Agreement and has endorsed the Note evidencing this indebtedness to Southern Bank and Trust Company (the "Mortgagee"); and

WHEREAS, the Mortgagor, pursuant to the agreements detailed above, is well and truly indebted unto the Mortgagee as evidenced by the Mortgagor's Note, the terms of which are incorporated herein by reference, in the sum of Seven Hundred Fifty Thousand (\$750,000.00) Dollars, or so much thereof as may be advanced, with interest thereon as provided in said Note, said principal and interest to be paid as therein stated; and

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 purpose; and

WHEREAS, the unpaid balance of said debt or debts, if not sooner paid, shall be due and payable January 1, 1993,

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 to secure the performance of all the covenants, conditions, stipulations and agreements contained herein and/or in any other document given by the Mortgagor to the Mortgagee in connection therewith, and also in consideration of the further sum of Three and No/100 (\$3.00) Dollars 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, the premises described in Exhibit A attached hereto and made a part hereof.

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