FILED GREENVILLE CO. S. C.

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MORTGAGE (Participation)

DONNIE S. TANKERSLEY

R.H.C.

This mortgage made and entered into this 14th day of July
19 83, by and between KM FABRICS, INC.

(hereinafter referred to as mortgagor) and

AMERICAN FEDERAL BANK, F.S.B.

(hereinafter referred to as

mortgagee), who maintains an office and place of business at 101 East Washington Street, Greenville South Carolina.

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Greenville .

State of South Carolina:

PARCEL NO. 1:

All that certain piece, parcel or tract of land situate, lying and being near the City of Greenville, County of Greenville, State of South Carolina, containing 7.188 acres, more or less, as shown on a plat of survey entitled "Property of Abney Mills, Brandon Plant, Greenville, S. C.", prepared by Dalton & Neves Co., Engineers, dated June, 1977, and recorded in the R.M.C. Office for Greenville County in Plat Book 6-M at page 54 and in Plat Book 8-U at page 83. According to said plat, the property is bounded on the Northeast and East by the right of way of an industrial siding of the Seaboard Coastline Railroad, on the South by Lots 11, 10, 9, 8 and 7 of the Subdivision for Abney Mills, on the Southwest by Lots 3, 2 and 1 of said subdivision and on the West by the Eastern right of way of West Avenue, and being known and designated as Tract No. 1 as shown on a more recent plat prepared by Dalton & Neves Co., Engineers, dated July, 1983, entitled "Property of KM Fabrics, Inc.", and recorded in the R.M.C. Office for Greenville County in Plat Book 9-9 at page 50, and having according to said plat, the following metes and bounds:

BEGINNING at the point of intersection of the Eastern right of way of West Avenue with the right of way of the industrial siding of the Seaboard Coastline Railroad, running thence along said railroad right of way, the following courses and distances: S. 68-26 E. 100 feet to an iron pipe, thence S. 70-50 E. 100 feet to an iron pipe, thence S. 67-27 E. 100 feet to an iron pipe, thence S. 57-35 E. 100 feet to an iron pipe, thence S. 46-47 E. 100 feet to an iron pipe, thence S. 36-35 E. 100 feet to an iron pipe, thence S. 26-22 E. 100 feet to an iron pipe, thence S. 18-31 E. 59.5 feet to an iron pipe, and thence S. 17-20 E. 347.1 feet to an iron pipe; running thence along the property of Lots 11, 10, 9, 8 and 7 of the Subdivision for Abney Mills S. 83-44 W. 319.3 feet to a 48 inch oak tree;

(Cont'd. on attached Rider)

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items hreein enumerated shall be deemed to have been permanently installed as part of the realty), (and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated July 14, 1983 in the principal sum of \$ 500,000.00 , signed by Richard K. Heusel and Ronald L. Granger in behalf of KM Fabrics, Inc.

SIAMP 2000

928 (2-73) PREVIOUS EDITIONS ARE OBSOLETE

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