

P. O. Box 256
Greenville, S.C. 29602

FILE
GREENVILLE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

**MORTGAGE
OF
REAL PROPERTY**

THIS MORTGAGE, executed the 23rd day of AUGUST 19 83 by
POE MILL CORPORATION (hereinafter referred to as "Mortgagor")
to First National Bank of South Carolina (hereinafter referred to as "Mortgagee") whose address is
P. O. Box 2568, Greenville, South Carolina 29602

WITNESSETH:

IN CONSIDERATION of the sum of Three Dollars (\$3.00) paid to Mortgagor by Mortgagee and in order to secure the payment of a promissory note including any renewal, extension or modification thereof (hereinafter referred to as the "Note"), dated AUGUST 23, 1983, to Mortgagee for the principal amount of Four Hundred Thousand and No/100 Dollars, plus interest thereon and costs of collection, including attorneys' fees, and to further secure all future advances or re-advances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note or any renewal, extension or modification thereof or evidenced by any instrument given in substitution for said Note, Mortgagor has granted, bargained, sold and released to Mortgagee and the successors and assigns of Mortgagee, and by this Mortgage does grant, bargain, sell, and release to Mortgagee and the successors and assigns of Mortgagee, all the following real property (hereinafter referred to as the "Property"):

TRACT 1 - PLANT SITE

ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, as is more fully shown on a plat entitled "Survey for Burlington Industries" dated August 15, 1983, prepared by James R. Freeland, Registered Land Surveyor, containing 11.01 Acres, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron nail at the intersection of Buncombe Road and "A" Street, and running with the northeastern side of Buncombe Road N. 40-36 W. 194.68 feet to an iron nail; running thence N. 22-44 E. 366.01 feet to an iron pin; running thence along the line of property of Southern Railroad N. 38-15 E. 333.58 feet to an iron pin; running thence N. 15-38 W. 8.11 feet to an iron pin; running thence N. 39-48 E. 216.56 feet to an iron nail; running thence N. 39-27 E. 97.97 feet to an iron pin; running thence S. 34-18 E. 56.43 feet to an iron pin; running thence N. 37-56 E. 318.74 feet to a railroad spike in the center of Hammett Street; and running thence S. 21-01 W. 178.00 feet to an iron pin; running thence S. 59-19 E. 101.00 feet to an iron pin; running thence N. 21-01 E. 195.00 feet to a railroad spike in the center of Hammett Street; running thence with the center of Hammett Street S. 62-59 E. 129.20 feet to a railroad spike; and running thence S. 22-29 W. 169.50 feet to an iron pin; running thence S. 43-45 E. 199.95 feet to an iron pin on the northwestern side of "A" Street; running thence with the northwestern side of "A" Street S. 48-46 W. 1,238 feet to the POINT OF BEGINNING.

(CONTINUED ON ATTACHED SHEET)

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto):

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted

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