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GREENVILLE S.C.  
JUL 3 9 39 AM '84  
DONNIE L. LEE

Mortgage

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Paris Industries Corporation, a Delaware corporation formerly known as Paris Southern Corporation, with an address at Western Avenue, South Paris, Maine 04281 (hereinafter referred to as Mortgagor)

SENDS GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto State Street Bank and Trust Company, a Massachusetts trust company with an address at 225 Franklin Street, Boston, Massachusetts 02109 (the "Mortgagee") pursuant to that certain agreement by and among the Mortgagor, the Mortgagee, and certain wholly owned subsidiaries of the Mortgagor (such subsidiaries hereinafter collectively referred to as the "Companies") which agreement is known as the Line of Credit and Term Loan Agreement and is dated as of July 2, 1984 (the "Loan Agreement") pursuant to which the Mortgagee agreed, subject to the terms and conditions set forth therein, to make Line of Credit Loans and Term Loans on a joint and several basis to the Mortgagor and the Companies in the aggregate principal amount of \$11,500,000 (collectively the "Loans"), such Loans to be evidenced by the Line of Credit Note and Term Note made by the Mortgagor and the Companies, both of which are payable to the order of the Mortgagee (collectively the "Loan Notes") it being understood and agreed that the within Mortgage shall secure an amount not in excess of \$2,200,000. The mortgage hereby granted shall secure the due and punctual performance of the obligations of the Mortgagor and the Companies under the Loan Agreement and the payment and performance of the principal and premium, if any, and interest on the Loan Notes (collectively the "Secured Obligations").

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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 its account by the Mortgagee, and to secure the performance of

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STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY  
STAMP  
TAX  
JUL 24 1984  
660.00