MORTGAGEE'S MAILING ADDRESS:

P. O. Box 6704, Station B
Greenville, SC 29606

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERNATION

WHEREAS,

ALLENCO, INC.

hereinafter referred to as "Debtor", are well and truly indebted unto J.T.A. FACTORING, INC., hereinafter referred to as "Mortgagee", as evidenced by a promissory note and/or invoices or other evidences of indebtedness executed pursuant to a "Factoring, Assignment and Repurchase Agreement, and Power of Attorney" dated October 2, 1984, the terms of all of which are incorporated herein by reference; and,

whereas, <u>BILLY M. ALLEN & ELIZABETH W. ALLEN</u>
hereinafter referred to as "Mortgagor", are the owners of the property hereinafter described and desire to grant to Mortgagee this mortgage in order to secure existing indebtednesses as is hereinafter more fully set forth;

Dollars, and to secure, in accordance with Section 29-3-50, Code of Laws of South Carolina, 1976: (1) all existing indebtednesses of the Debtor to the Mortgagee evidenced by such instruments as are above referred to, and all renewals and/or extensions thereof; (2) all future advances that may subsequently be made to the Debtor by the Mortgagee to be evidenced by any of the instruments referred to hereinabove, and all renewals and/or extensions thereof; and (3) all other indebtednesses of the Debtor to the Mortgagee, now due or to become due or hereafter contracted pursuant to any of the instruments referred to herein as being secured hereby, the maximum principal amount of all existing indebtednesses, future advances and all other indebtednesses outstanding at any one time not to exceed the total sum specified herein, with interest thereon, attorney's fees and costs;

hereafter owed by the Debtor to the Mortgagee, and any other present or future indebtedness or liability of the Debtor to the Mortgagee (all pursuant to any of the instruments referred to herein as being secured hereby), whether as principal debtor, surety, guarantor, endorser or otherwise, will be secured by this instrument until it is satisfied of record;

TT IS FURTHER UNDERSTOOD AND AGREED that the Mortgagee, at the written request of the Debtor and/or the Mortgagor, will satisfy this mortgage whenever (pursuant to any of the instruments referred to herein as being secured hereby): (1) the Debtor owes no indebtedness to the Mortgagee, (2) the Debtor has no liability to the Mortgagee, and (3) the Mortgagee has not agreed to make any future advance or advances to the Debtor; and also

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