STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE.

MORTGAGE

WHEREAS, SOUTHERN WORSTED MILLS, INC., is duly incorporated under the laws of the State of Delaware, and has by law and by virtue of its charter full power and authority to borrow money for its general corporate purposes and to make and issue its promissory note or notes and to secure the same by mortgage of any and all of its property; and

WHEREAS, at a meeting of the Board of Directors of said corporation duly called and held on the 5th day of April, 1944, a resolution was unanimously adopted authorizing the officers of this corporation to borrow money for its corporate purposes, in an amount not exceeding TWO HUNDRED NINETY-NINE THOUSAND (\$299,000.00) DOLLARS, and to issue therefor a note or notes of said corporation, and to secure the same by the tracution of a mortgage upon its property hereinafter described; and

WHEREAS, said officers, pursuant so said resolution, have arranged with THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON, a corporation created under the National Banking Laws of the United States of America, for the lean of said mount;

NOW, THEREFORE, KNOW ARL MEN THESE PRESENT, That SOUTHERN WORSTED MILLS, INC., sends greeting:

WHEREAS, the said Southern Worstern Mills, INC., in and by its certain

promissory note in writing, of even days, with these presents, is well and truly indebted to THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON in the full and just sum of TWO HUNDRED NINETY-NINE THOUSAND (\$299,000.00) DOLLARS to be paid as follows: The sum of Three Thousand (\$3,000.00) Dollars to be paid on the principal on the last day of April, 1944, and the sum of Three Thousand (\$3,000.00) Dollars on the last day of each month thereafter up to and including the last day of March 1945; the sum of Four Thousand (\$4,000.00) Dollars on the last day of April 1945 and the sum of Four Thousand (\$4,000.00) Dollars on the last day of each month thereafter up to and including the last day of March 1946; the sum of Five Thousand (\$5,000.00) Dollars on the last day of April 1946 and the sum of Five Thousand (\$5,000.00) Pollars on the last day of each month of each year thereafter up to and including the last hay of February 1949, with the balance of the principal then remaining due to be paid on the last day of March 1949, with interest from date at the rate of four (4%) per cent personnel to be computed and paid on the last day of April 1944 and on the last day of each month of each year thereafter until paid in full; all interest and principal not paid with interest at the rate of seven (7%) per cent per annum, and if any portion of preficipation interest be at any time past due and unpaid, or if default be made in proper to make condition agreement or covenant contained herein, then the whole amount evidenced by set become immediately due, at the option of the holder thereof, who may sug the period foreclose this mortgage; and in case said note, after its maturity, should by the in the hands of an attorney for suit or collection, or, if before its maturity, it should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses, including a reasonable attorney's fee, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That the said SOUTHERN/MILLS INC., in consideration of said debt and the sum of money aforesaid, and for the better securing the payment thereof to the said THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON according to the terms of said note and also in consideration of the further sum of Three Dollars, to the said SOUTHERN WORSTED MILLS, INC., in hand well and truly paid by the said THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON, at and before the signing of these presents, (the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presentd does grant, bargain, sell and release unto the said THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON:

All that certain tract of land situate, lying and being in Chick Springs Township, Greenville County, State of South Carolina, containing 240.6 acres, more or less, and consisting of several tracts of land, heretofore conveyed to the Southern Worsted

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