FILED GREENING CO.S.C.

State of South Carolina

SEP 5 2 54 PH '80

Mortgage of Real Estate

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County of

Greenville

DONNIE S. TANKERSLEY R.H.C.

WITNESSETH:

Carolina

THAT WHEREAS. Piedmont Plush Mills, Inc.

is indebted to Mortgagee in the maximum principal sum of Seven Hundred Pifty Thousand and No/100---
bottars (\$ 750,000.00), which indebtedness is evidenced by the Note of Piedmont Plush Mills, Inc. of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is January 1, 1986 after the date hereof, the terms of said Note and any agreement modifying it are incorporated herein by reference.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina (1976): (i) all future advances and readvances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note, or by other promissory notes, and all renewals and extensions thereof; and (ii) all other indebtedness of Mortgagor to Mortgagee, now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed

\$_750,000.00_______, plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorneys fees, has granted, bargained, sold, released and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described property:

All that piece, parcel or tract of land, containing 7.06 acres, more or less, situate, lying and being at the Northwestern corner of the intersection of Easley Bridge Road (U. S. Highway No. 123) and Traction Street, near the City of Greenville, County of Greenville, State of South Carolina, and having, according to a plat prepared by Dalton & Neves, Engineers, dated September, 1979, revised April, 1980, entitled "Property of Piedmont Plush Mills, Inc.", the following metes and bounds:

BEGINNING at an iron pin at the Northwestern corner of the intersection of Easley Bridge Road (U. S. Highway No. 123) and Traction Street, and running thence with the Northern and with the Northwestern edge of the right of way for Easley Bridge Road, the following courses and distances: S. 68-06 W. 589.4 feet to an iron pin, thence S. 77-31 W. 54.2 feet to an iron pin, thence S. 67-50 W. 37 feet to an iron pin, thence S. 64-39 W. 107 feet to an iron pin, thence S. 56-35 W. 85 feet to an iron pin, thence S. 48-04 W. 116 feet to an iron pin, thence S. 43-54 W. 133 feet to an iron pin, thence S. 42-12 W. 84 feet to an iron pin, thence S. 37-49 W. 95 feet to an iron pin at the Northwestern corner of the intersection of Davis Street and Easley Bridge Road; thence with the Northeastern edge of the right of way for Davis Street, the following courses and distances: N. 44-22 W. 201 feet to an iron pin, thence N. 38-10 W. 39 feet to an iron pin; thence with the lines of the following lots as shown on a plat of Section 2, Subdivision for Abney Hills, Brandon Plant, prepared by Dalton & Neves, dated February, 1959, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book QQ at pages 58 and 59: with the line of Lot No. 492 N. 39-30 E. 163.3 feet to an iron pin, thence with the line of Lots Nos. 493, 494, 495, 496, 497, 498 and 499 N. 33-48 E. 330 feet to an iron pin, thence with the line of Lot No. 500 N. 70-25 E. 84 feet to an iron pin, thence with the line of Lots Nos. 501 and 502 S. 33-26 E. 83 feet to an iron pin, thence continuing with the line of Lot

(Cont'd. on attached Rider)

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):

SES