

GREENVILLE

1628 598

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

MORTGAGE OF REAL ESTATE

THIS MORTGAGE made this 30th day of September, 1983, by THE FOUKE COMPANY, a Delaware corporation whose address is 8100 White Horse Road, Greenville, South Carolina (hereinafter referred to as "Mortgagor") and given to MARINE MIDLAND BANK, N.A., a national banking association (hereinafter referred to as "Mortgagee"), whose address is 140 Broadway, New York, New York 10015.

WITNESSETH:

THAT WHEREAS, Mortgagor is indebted to Mortgagee in the maximum principal sum of One Million, Nine Hundred Twenty-Five Thousand and No/100 Dollars (\$1,925,000.00), which indebtedness is evidenced by the Variable Rate Installment Note of Mortgagor of even date herewith in the principal amount of \$475,000, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is March 15, 1984 and by the Mortgage Note of Mortgagor of even date herewith in the principal amount of \$1,450,000, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is January 15, 1987, the terms of said Notes and any agreements modifying them 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 the performance by the Mortgagor of its obligations under the Commercial Installment Loan Agreement and the General Security Agreement between the Mortgagor and the Mortgagee of even date herewith 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 Notes, 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 \$1,925,000, 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 property located on White Horse Road, Greenville County, South Carolina more particularly described on Schedule A attached hereto (hereinafter referred to as "the Property").

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 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

1628 598

1628 598