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STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

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THIS MORTGAGE, executed this 16 day of March, 1976, by and between STANDARD TEXTILE MILLS, INC., a North Carolina corporation, as Party of the First Part, being hereinafter called the Mortgagor

and AETNA BUSINESS CREDIT, INC., a New York corporation, as Party of the Second Part, being hereinafter called the Mortgagee,

WITNESSETH:

That the Mortgagor in consideration of One Dollar (\$1.00) paid by the Mortgager, and to further secure the payrent of an indebtedness in the principal amount of One Million Eight Hundred Fifty Thousand Dollars (\$1,850,000.00) at the time and with the interest payable as provided in that certain promissory note dated July 31, 1975 (hereinafter called the "Note") and all other debts of every kind and character now or hereafter owing by the Mortgagor, Allen Knitting Mills, Inc. (a Delaware corporation), and Allen Knitting Mills, Inc. (a New York corporation) to the Mortgagee, its successors and assigns, and also to secure the performance and observance of all covenants and agreements contained herein (or contained in any other of the instruments and documents which may or will be delivered by the Mortgagor or any of its aforesaid co-makers or guarantors on the Note to the Mortgagee in accordance with the terms hereof), does hereby grant a security interest in, bargain, sell, and convey unto the Mortgagee and its successors, and assigns, the following property:

THE MORTGAGED PROPERTY

(A) THE LAND: All the land located in and near the Village of Conestee, County of Greenville, State of South Carolina (the "Land") described in Schedule "A" attached hereto and made a part hereof.

(B) THE IMPROVEMENTS: All the buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, machinery, appliances, equipment, furniture and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and located in or on, or attached to, and used or intended to be used in connection with or with the operation of, the Land, buildings, structures or other improvements, including the extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing and all of the right, title and interest of the Mortgagor in and to any such personal property or fixtures subject to any lien, security interest or claim together with the benefit of any deposits or payments now or hereafter made by the Mortgagor or on its behalf (the "Improvements"), but specifically excluding herefrom any and all inventory and present and future accounts of mortgagor and/or any of its co-makers or guarantors, together with returned or repossessed goods arising from such accounts.

(C) EASEMENTS OR OTHER INTERESTS: All easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, water courses, water rights and powers, and all appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property described in paragraphs (A) and (B) hereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor, and all the estate, right, title and interest of

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