

MORTGAGE

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FILED GREENVILLE CO. S.C. MAR 16 2 05

THIS MORTGAGE 109777 was made this 7th day of March 1984, between the Mortgagor, ROBERT E. KAPLAN (herein "Borrower"), and the Mortgagee, MILBERG FACTORS, INC., a corporation organized and existing under the laws of New York, New York, 10016 (herein "Lender").

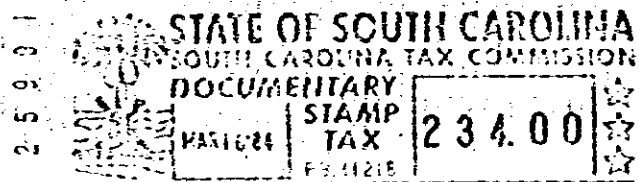
WHEREAS, Borrower is indebted to Lender in the principal sum of FIVE HUNDRED EIGHTY FIVE THOUSAND AND NO/100 (\$585,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated March 7, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 7, 1991.

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that certain piece, parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina as is more fully shown on a plat entitled "Survey for Complex Industries, Inc., dated February 20, 1984, prepared by W.R. Williams, Engineers/Surveyors, Inc. containing 1.92 acres and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Western side of Industrial Drive at the corner of property of Walter S. Griffin and running thence with the Western side of Industrial Drive S. 14-43 W. 229.03 feet to an iron pin at the intersection of Industrial Drive and Commercial Drive and running thence with the cord of said intersection S. 71-17 W. 83.30 feet to an iron pin on the Northern side of Commercial Drive; running thence with the Northern side of Commercial Drive N. 52-20 W. 299.28 feet to a nail and cap; running thence N. 18-49 W. 99.41 feet to an iron pin; running thence N. 14-44 E. 75.37 feet to a nail and cap at the corner of property of Walter W. Griffin; running thence with the line of said property S. 75-17 E. 400.0 feet to the POINT OF BEGINNING.

THIS is the identical property conveyed to Mortgagor herein by Deed of The South Carolina National Bank as Executor and Trustee under the Will of Nell Baker Adams, Deceased dated 3-16-84, recorded in Deed Book 1208, at page 321.



which has the address of (Street) (City) (herein "Property Address"); (State and Zip Code)

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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