

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA)
)
COUNTIES OF SPARTANBURG,)
GREENVILLE, LEXINGTON,)
RICHLAND, ANDERSON, UNION,)
AND PICKENS)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SPARTAN PETROLEUM COMPANY, INC., a South Carolina Corporation, successor by merger to Greenville Petroleum Company and Union Petroleum Company (hereinafter called "MORTGAGOR"), SENDS GREETINGS:

WHEREAS, The said Mortgagor is justly indebted to The Atlantic Refining Company, a Pennsylvania corporation (hereinafter called "MORTGAGEE"), in the sum of One Million and no/100 (\$1,000,000.00) Dollars, lawful money of The United States of America, secured to be paid by a certain promissory note, bearing even date herewith, conditioned for payment at the office of the Mortgagee at 1112 South Boulevard, Charlotte, North Carolina, or at such other place as the holder of said note or obligation may designate in writing from time to time of the sum of One Million and no/100 (\$1,000,000.00) Dollars, with interest thereon from date at the rate of Five per centum (5%) per annum, payable in monthly installments of interest and principal beginning one month from the date of said note (the date hereof) according to the following schedule:

- First Four Years - \$5,425.00 per month;
- Second Four Years - \$5,866.66 per month;
- Third Four Years - \$6,316.66 per month;
- Fourth Four Years - \$7,616.66 per month;
- Remaining period - \$10,025.00 per month;

said payments being applied first to interest and balance on principal, and

WHEREAS, said promissory note permits the maker to prepay the indebtedness in part or in full, without penalty but with accrued interest thereon to the date of payment, provided the maker shall give at least ninety (90) days prior written notice of its intention to do so, reference being made to said promissory note for the further terms and conditions thereof;

NOW, KNOW ALL MEN, that the said Mortgagor, in consideration of the said debt and sum of money mentioned in the said note and for better securing the payment of the said sum of money mentioned in the said note or of any renewal or extension thereof, with interest thereon, and also for and in consideration of the sum of One Dollar in hand paid by the said Mortgagee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell, convey and release unto the said Mortgagee, its successors and assigns forever:

*For Extension of Mortgage see R.E.M. Book 1492 Page 184.
For Extension of O.E.M. see O.E.M. Book 1158 Page 545
For Extension see R.E.M. Book 1144 Page 49*

For Release see R.E.M. Book 1343 Page 67

For Release see R.E.M. Book 1620 Pg. 985