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GREENVILLE CO. S.C.
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MORTGAGE
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BOOK 1050 PAGE 268
SS 20627

See Release of Mortgage & Assignment of Lease & Option. see Subd. Plat. 1966 pg. 110

THIS INDENTURE OF MORTGAGE, made as of the 20th day of October, 1966, by REPROCO, INC., a Delaware corporation, having an address at 129 South State Street, Dover, Delaware, 19901, (hereinafter call the "Company"), as Mortgagor, and BANKERS TRUST COMPANY, a New York corporation having its office and post office address at 16 Wall Street, New York, New York, 10015, and J. C. Kennedy, residing at 73 Gates Avenue, Montclair, New Jersey, as Trustees under a certain Trust Indenture (hereinafter called the "Indenture") dated as of October 20, 1966, from the Company, as Trustor, as Mortgagees, said Trustees being hereinafter called the "Mortgagees",

WITNESSETH:

WHEREAS, the Company has executed and delivered to Mortgagees a certain Promissory Note (hereinafter called the "Note"), in the amount of \$ 105,567.00, payable on January 1, 1992, together with interest thereon at the rate of 7% per annum from maturity;

WHEREAS, the Company is desirous of securing prompt payment of the Note in accordance with the terms and conditions thereof, as well as any additional indebtedness accruing to the Mortgagor on account of payments or expenditures made by the Mortgagor as herein provided;

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) to the undersigned Company in hand paid by the Mortgagees, the receipt whereof is hereby acknowledged, and for the purpose of securing prompt payment of the indebtedness hereinabove mentioned as the same becomes due and other valuable considerations, the Company does hereby grant, bargain, sell, assign, convey, mortgage and warrant unto the Mortgagees (in the case of Bankers Trust Company, only to the extent of its legal qualification and capacity under the laws of the state where the following described real property is situated to receive and hold property therein for the purposes hereof) the following described real property to wit:

SS 20627
Greenville, S.C. *gin*

All that parcel or lot of land lying near the City of Greenville, in the County of Greenville, State of South Carolina, at the southern intersection of White Horse Road and Bramlett Road, and having according to plat dated May 31, 1963, prepared for Phillips Petroleum Company by Carolina Engineering and Surveying Co., the following metes and bounds, to-wit:

BEGINNING at an iron pin at the southern intersection of Bramlett Road and White Horse Road and running thence along the southwestern side of White Horse Road, S. 47-44 E. 361 feet to an iron pin; thence turning and running along property now or formerly of Thruston S. 59-30 W. 200 feet to an iron pin; thence turning and running along property of Hill, N. 47-49 W. 360 feet to an iron pin on the southeastern side of Bramlett Road; thence along said side of Bramlett Road, N. 58-56 E. 200 feet to an iron pin at its intersection with White Horse Road, the point of beginning.

being the same property conveyed to the Company by Phillips Petroleum Company, by Deed dated September 2, 1966 together with all tenements, hereditaments and appurtenances now or hereafter belonging or appertaining thereto, all rents, issues and profits of the above-described property and all buildings and improvements now or hereafter located on or attached to or used in connection with said premises, including, without limitation, storage tanks, automobile hoists, dispensing pumps, air compressors and motors, lubricating equipment (pressure or otherwise), light poles, and/or other items of equipment which are used in connection with said premises as a service station and/or bulk station location, and any substitutions therefor or replacements thereof, all of which are and shall be deemed to be fixtures and a part of the realty and are a portion of the security for the indebtedness herein mentioned

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