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GREENVILLE CO. S. C.

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AUG 1 12 37 PM 1967

OLLIE FARRINGTON
R. M. C.

MORTGAGE

ES #8544

THIS INDENTURE, made as of this 19th day of JUNE, 1967, by H. Norwood Forrest
and his wife, Pauline H. Forrest d/b/a Forrest Oil Company of Greenville County, South Carolina, hereinafter
(Address) (City)

designated as Mortgagor (whether one or more), to Gail Stations, Inc., a Delaware corporation, having an office at 229 South State Street, c/o Prentice-Hall Corporation System, Inc., Dover, Delaware, hereinafter designated as Mortgagee.

WITNESSETH:

WHEREAS, Mortgagor has this date executed and delivered to Mortgagee a certain promissory note, in words and figures as follows:

\$22,500.00

(Principal Sum)

Greenville, South Carolina
(~~City~~) (State)
County

JUNE 19, 1967
(Date)

For value received, the undersigned, jointly and severally, promise to pay to the order of Gail Stations, Inc., a Delaware corporation, having an office at 229 South State Street, c/o Prentice-Hall Corporation System, Inc., Dover, Delaware, (hereinafter called the "Payee"), at the offices of Bankers Trust Company, 16 Wall Street, New York, New York, 10015, the principal sum of Twenty-Two Thousand Five Hundred and no/100

Dollars (\$ 22,500.00), together with interest thereon at the rate of five and three-quarters per cent (5¾%) per annum during the period commencing on the first day of August 1, 1967, and extending through March 31, 1968, and at the rate of five and one-half per cent (5½%) per annum commencing on and after April 1, 1968, said principal sum and interest being due and payable as follows:

(a) During the period hereof to and including March 31, 1968, no payment of principal shall be due and payable; but on the 1st day of April, 1968, and on each and every July 1, October 1, January 1, and April 1, prior thereto all interest on the principal sum theretofore accrued hereunder but unpaid shall be due and payable; and

(b) Commencing on April 1, 1968, the principal sum and interest as aforesaid shall be paid in 40 equal quarter-annual payments of Seven Hundred Thirty-Five and 06/100

Dollars (\$ 735.06) each, the first such quarter-annual payment being due and payable on July 1, 1968, and one of the remaining such payments being due and payable on each and every October 1, January 1, April 1, and July 1, thereafter until the aggregate of such quarter-annual payments shall be sufficient to discharge the principal of this note and the interest thereon as aforesaid; each such payment shall be credited first on the interest and the balance on the principal of this note.