

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

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) to the undersigned Mortgagor in hand paid by Mortgagee, 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, Mortgagor does hereby grant, bargain, sell, assign, convey, mortgage and warrant unto Mortgagee the following described real property situated in the County of Greenville, State of South Carolina to wit:

All that piece, parcel or lot of land in the County of Greenville, State of South Carolina, located at the Northwestern point of intersection of Poplar Street and the right-of-way of United States Highway #25, near the town of Travelers Rest and being shown on a plat entitled "Property of H. N. Forrest and Pauline H. Forrest" dated January 26, 1967 by Piedmont Engineers and Architects, said plat being recorded in the RMC Office for Greenville County, South Carolina, in Plat Book PPP at Page 89 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the Northern side of Poplar Street at a culvert crossing said street and running thence with the Northern side of Poplar Street N. 87-08 E. 189 feet to a point where the Northern edge of Poplar Street intersects the Western edge of the right-of-way of United States Highway #25; thence with the Western edge of said Highway right-of-way N. 43-52 E. 72.83 feet to a point; thence continuing with the Western edge of said Highway right-of-way N. 0-34 E. 140 feet to a point where the original run of Grassy Branch intersects the Western edge of right-of-way of said Highway; thence with the center line of the original run of Grassy Branch, the following courses and distances: S. 27-43 W. 21.87 feet, S. 33-27 W. 16.56 feet, S. 79-13 W. 27.29 feet, S. 35-03 W. 20.6 feet, N. 77-49, W. 28.58 feet, S. 29-04 W. 10.57 feet, S. 66-22 W. 28.14 feet, S. 86-59 W. 26.55 feet, N. 56-35 W. 14.83 feet, S. 57-16 W. 19.21 feet to the point where the original run of Grassy Branch crosses Pole Branch; thence with the center line of Pole Branch the following courses and distances: S. 39-29 W. 75.19 feet, S. 29-31 W. 45.28 feet, S. 2-16 E. 31.07 feet to the point of beginning.

being the same property conveyed to Mortgagor by Homer Styles, by Deed dated May 24, 1965 and recorded in the records of Greenville County S. C., Book 776, page 19, 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, provided, however, Mortgagor shall be entitled to collect and retain the rents, issues and profits until default hereunder, subject, however, to the terms of any assignment executed by Mortgagor directing payment of said rentals to Mortgagee or its assigns; provided, further, that this Mortgage shall not cover any equipment owned by Phillips Petroleum Company, a Delaware corporation, hereinafter designated as "Phillips", and supplied by it for use at or in connection with such location;

TO HAVE AND TO HOLD the same with all rights, privileges and appurtenances thereunto belonging or in anywise appertaining unto the Mortgagee and its successors and assigns forever.

And the Mortgagor hereby warrants and covenants that, subject to that certain lease agreement dated September 8, 1966 from Mortgagor, as landlord, to Phillips, as tenant, he is