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MORTGAGE

SS 23694

BOOK 1077 PAGE 589

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THIS INDENTURE OF MORTGAGE, made as of the 15th day of September, 1967, by REPROCO, INC., a Delaware corporation, having an address at 129 South State Street, Dover, Delaware, 19901, (hereinafter called the "Company"), as Mortgagee, and BANKERS TRUST COMPANY, a New York corporation having its office and post office address at 26 Wall Street, New York, New York, 10015, and G. R. Ince, residing at 133 Hampton Road, Garden City, New York, 11530, as Trustees under a certain Trust Indenture (hereinafter called the "Indenture") dated as of September 15, 1967, 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 \$ 142,181, payable on January 1, 1993 together with interest thereon at the rate of 7½% 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 Mortgagees on account of payments or expenditures made by the Mortgagees 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:

S.S. 23694

ALL that piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lots 10, 11 and 12 as shown on Section N of Plat of O. P. Mills Property, which plat is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book C, at page 176, and having, according to plat of property of Phillips Petroleum Company made May 29, 1965, by Piedmont Engineering and Architects, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the Southeastern intersection of Augusta Street and Grove Road at the edge of the right-of-way for a sidewalk; and running thence S. 48-08 E., 204.55 feet to an iron pin; thence S. 42-58W., 173.4 feet to an iron pin on the edge of a five foot alley; thence along said alley, N. 48-06 W., 211.3 feet to an iron pin on the edge of the sidewalk along Grove Road; thence along the sidewalk along Grove Road, N. 45-27 E., 173.1 feet to an iron pin, the point of beginning.

This being the identical property conveyed to Reproco, Inc., by Deed from U. N. Lancianese and Susan K. Lancianese, dated ~~September~~ 28, 1965, recorded October 29, 1965, in Deed Book 785, page 35, RMC Office for Greenville County, S. C.

being the same property conveyed to the Company by U.N. Lancianese & Susan K. Lancianese, by Deed dated October 28, 1965 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 (said real property, tenements, hereditaments, appurtenances, rents, issues, profits, buildings and improvements being hereinafter sometimes called the "Premises"), provided, however, the Company 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 the Company directing payment of said rentals to Mortgagees or their respective assigns; provided, further, that this Mortgage shall not cover any equipment owned by Phillips Petroleum Company, a Delaware corporation, hereinafter called the "Lessee", 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 Mortgagees and their respective successors and assigns forever. This Mortgage is subject and inferior to that certain Lease Agreement dated as of September 15, 1967, (hereinafter called the "Lease") by the Company, as lessor, and Lessee, as lessee.