

GREENVILLE CO. S.C.

SE 83

JAN 13 3 50 PM '72

BOOK 1218 PAGE 355

OLLIE FARNSWORTH
R.H.C.

MORTGAGE AND SECURITY AGREEMENT

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

TO ALL MEN WHOM THESE PRESENTS MAY CONCERN:

ENERGY OIL COMPANY, INC., a Maryland corporation, qualified to do business in the State of South Carolina (hereinafter called "Mortgagor"), SENDS GREETING:

WHEREAS,

(a) The said ENERGY OIL COMPANY, INC., in and by its certain Note or obligation bearing date the 27 day of December, 1971, stands firmly held and bound unto BANK OF THE SOUTHWEST NATIONAL ASSOCIATION, HOUSTON, whose address is Houston, Harris County, Texas (hereinafter called the "Mortgagee"), in the full and just sum of Four Hundred Eighty-Five Thousand and No/100 Dollars (\$485,000.00), with interest at the rate of seven and one-half percent (7-1/2%) per annum (subject to certain variations as set out in the Note) with the principal and interest payable on the 20th day of each and every month beginning January 20, 1972, subject to a final maturity on December 20, 1976, when the then unpaid balance remaining, together with any accrued interest thereon shall be due and payable all as more fully provided and set out in said Note to which reference is here made for all of its terms and provisions as fully as if set out at length herein. Said Note contains customary provisions for acceleration of maturity and attorneys' fees in the event of default.

(b) To secure said Note, Mortgagor has agreed to execute mortgages and security agreements on five (5) separate service station sites which it has under lease, together with the improvements and fixtures thereon and which Mortgagor in turn is subleasing to Crown Central Petroleum Corporation. The Mortgaged Properties covered by this instrument furnish a 103/539th (or .191095) part of the total security for said loan.

NOW KNOW ALL MEN, that the said Mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing of the payment to the said Mortgagee of all amounts owing and to become owing upon said Note, according to the conditions of the said Note and also in consideration of the further sum of Three and No/100 Dollars (\$3.00) to it, the said Mortgagor, in hand well and truly paid by the said Mortgagee, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has GRANTED, BARGAINED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND ASSIGN unto the said Mortgagee all of its leasehold interest in the following described lot or lots of ground, situated in Greenville County, i.e.: