

the west side of South Carolina Highway 291 - South Pleasantburg Drive - into property of Star Enterprises, Inc.; thence turning and running along the south side of said 40-foot driveway, S. 83-10 W. 213.0 feet to a point; thence turning and running S. 6-50 E. 50.0 feet to a point; thence S. 83-10 W. 10.0 feet to a point; thence turning and running along the line of other property of Star Enterprises, Inc., S. 6-50 E. 299.2 feet to a point in the line of the property of Star Enterprises, Inc.; thence turning and running N. 83-10 E. 74.8 feet (a portion of which distance runs along the line of property now or formerly owned by Charles B. Barnett), to a point, joint corner of property of Star Enterprises, Inc., Charles B. Barnett and Stafac, Inc.; thence along the line of said property of Stafac, Inc., N. 78-06 E. 150.0 feet to a point on the west side of South Carolina Highway No. 291 - South Pleasantburg Drive - the beginning corner.

Mortgagee, its successors and assigns, as a part of the consideration for this conveyance, agrees that so long as Stafac, Inc., or its successors and assigns, operates an automobile service station upon the premises heretofore conveyed by mortgagee to Shell Oil Company (Deed Book 765, page 307), no structure shall be erected or placed on the above-described property to the north of said premises conveyed by Star Enterprises, Inc., to Shell Oil Company (Deed Book 765, page 307), within 50 feet of the line of said property along S. C. Highway No. 291 - South Pleasantburg Drive - for a distance of 200 feet from the joint corner of property of Stafac, Inc., and the above-described property. This covenant shall run with the land and shall bind mortgagee and its successors and assigns. This covenant is not intended to and does not include any pylon or pylons erected by the mortgagee for the advertisement or promotion of its business located on the above-described property.

No part of the property herein conveyed shall be used by mortgagee, its successors and assigns, for the sale of gasoline or other petroleum products.

Mortgagor also conveys to mortgagee, its successors and assigns, a general easement in and to that strip of land across the adjacent tract of property now owned by mortgagee on the West side of subject property, on and under which a sewerage line presently lies, said line being a connecting line for the use and benefit of improvements constructed on subject property, this easement being granted for purposes of maintenance, repair and replacement of the aforesaid sewerage line and related equipment. Mortgagee reserves the right to move said line and to move this easement accordingly at any time and from time to time.

Mortgagor also grants unto mortgagee, its successors and assigns, a non-exclusive easement for ingress and egress to the above-described property, 20 feet in width, from Cleveland Street and South Carolina Highway 291 - South Pleasantburg Drive. Said easement shall be located across other property of the mortgagee at such points and places as mortgagee may from time to time determine. Mortgagee shall have the right to change the location of said easement at any time and from time to time, provided said easement gives mortgagee, its successors and assigns, access to and from the property hereinabove mortgaged from Cleveland Street and South Carolina Highway No. 291 - South Pleasantburg Drive.

Mortgagee, its successors and assigns, agrees that for a period of 25 years from the date of this mortgage the name of the building on the conveyed premises shall remain "Morgan Manor."

It is understood and agreed that mortgagee and its successors and assigns are not entitled to and do not receive by virtue of this mortgage any rights, title or interest in and to the 40-foot driveway on the Northern side of subject property, referred to above in the description of subject property, and mortgagee, which also owns said driveway, hereby reserves the right to remove or move said driveway at any time and from time to time, with or without the consent of mortgagor, his heirs and assigns, without in any way affecting or altering any of the above-described boundaries of the property conveyed herein.

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