

BEING a portion of the property as shown on the map for Esso Standard Oil Company prepared by Pickell and Pickell, Engineers, dated August 2, 1957 and recorded in Plat Book NN, page 163, Office of the R. M. C. for Greenville County, State of South Carolina.

Being the same land as described in that certain Warranty Deed dated April 15, 1958, between Esso Standard Oil Company, Grantor, and E. H. Batson, Grantee.

SAVE AND EXCEPT all that certain parcel of land situated in Paris Mountain Township, Greenville County, State of South Carolina, more fully described as follows:

BEGINNING at a point on the eastern right-of-way of New Buncombe Road, said point lying N. 29 degrees 18 minutes W. 10.53 feet from the southern-most corner of the property of Esso Standard Oil Company as purchased from J. P. Miller, et al., and as shown on a map hereinafter described, and running thence with the said eastern right-of-way of New Buncombe Road N. 29 degrees 18 minutes W. 10.53 feet to a point; thence, N. 42 degrees 30 minutes E. 150.83 feet to a point on the northeastern line of the property as shown on the aforesaid map; thence, with the said northeastern line S. 26 degrees 33 minutes E. 10.71 feet to a point; thence, S. 42 degrees 30 minutes W. 150.41 feet to the point of beginning.

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Being the same land as described in that certain Warranty Deed dated April 15, 1958, between Esso Standard Oil Company, Grantor, and County of Greenville, Grantee.

Esso Standard Oil Company, a Delaware corporation, merged into Humble Oil & Refining Company, a Delaware corporation, on December 31, 1959. Humble Oil & Refining Company merged into Exxon Corporation, a New Jersey corporation, on January 1, 1973.

TOGETHER with all and singular the rights, members, fixtures, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD the above-bargained premises, unto Finance Company and to its successors and assigns, to the sole and only proper use and benefits of Finance Company. And said Mortgagor hereby covenants that it is seized of the above-described premises in fee simple and that it has good right and title to mortgage the same in the manner and form herein written, and that same are free and clear from all encumbrances whatsoever.

PROVIDED, HOWEVER, and these presents are upon the express condition, that if Mortgagor shall well and truly pay, or cause to be paid to Finance Company, on or before August 1, 19 81, the sum of ---Three Hundred Twenty-four Thousand Five Hundred and no/100--- Dollars

(\$324,500.00) with the interest at the rate of Twelve and one-half per cent (12.5%) per annum ~~annum~~ ~~annum~~, according to certain Promissory Note bearing even date herewith executed by said Mortgagor to Finance Company then these presents and said Note shall cease and be null and void.

MORTGAGOR EXPRESSLY AGREES:

1. To promptly pay the principal and interest on the indebtedness evidenced by said Note, at the times and in the manner therein provided.
2. To pay Finance Company within ten (10) days, all costs and expenses which it may expend or become obligated for in any proceedings, legal or otherwise, to establish or sustain the lien of this Mortgage or its priority; or in defending against liens, claims, rights, estates, easements or restrictions of any person or persons asserting priority thereto; or in payment, settlement, discharge or release of any asserted lien, claim, estate, right, easement or restrictions when Finance Company's counsel advises the same is superior to the lien of this Mortgage; or in payment of services of an abstract company in furnishing to Finance Company evidence of title to said premises, together always with interest on all such sums at six per cent (6%) per annum from the date same were paid; and for payment of said sums and interest thereon, this Mortgage shall stand as security therefor.
3. To maintain on the above-described premises insurance against loss by fire, with an extended coverage endorsement attached, for the full insurable value of any buildings and improvements located on the premises. Said policy shall contain a clause or clauses providing that the loss, if any, shall be payable to Finance Company, its successors and assigns, as its mortgage interest shall appear, regardless of any act or negligence of the Mortgagor. Such insurance shall be placed with a company or companies approved by Finance Company. Said policy shall be delivered to Finance Company to be kept by it so long as this Mortgage is in effect.

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