

KGN/15/B14-16
SEQ I-85 and Laurens Rd.
Greenville, South Carolina

EXHIBIT "A"
TO MORTGAGE SECURING SAID PROMISSORY NOTE
EXECUTED OF EVEN DATE HEREWITH.

BOOK 1564 PAGE 807

PROMISSORY NOTE

\$680,000.00

January __, 1982

For value received, the undersigned WEBSTER SERVICE STATIONS, INC., a Delaware corporation, P. O. Drawer 5427, Station B, Greenville, South Carolina 29606, promises to pay to the order of Marathon Finance Company, a Delaware corporation, 539 South Main Street, Findlay, Ohio 45840, the principal sum of Six Hundred Eighty Thousand and no/100 Dollars (\$680,000.00), with interest at a variable rate determined as described below, together with all costs of collection, including Ten Percent (10.0%) of principal and interest as attorneys' fees. It is contemplated that there will be partial advances of funds not to exceed the aggregate note amount. Interest on such advances shall commence to accrue on the date of each advance.

Said variable interest rate shall be the arithmetic average of the Chase Manhattan Bank's prime rate and the thirty (30) day commercial paper rate, as listed in THE WALL STREET JOURNAL, plus 15 basis points. The basis points represent the difference between Marathon Finance Company's AA rating and THE WALL STREET JOURNAL's AAA quote and commissions. The interest rate for each month shall be calculated as of the first business day of the month. Interest payments will be invoiced monthly to the undersigned at the above address, to the attention of its Treasurer, and shall be due the first day of the following month; said invoice shall be delivered to Maker approximately fifteen (15) days before payment thereof is due.

Said principal and interest shall be paid by the undersigned in lawful money of the United States of America as follows:

Commencing the 1st day of February, 1982, One Hundred Eighty (180) consecutive monthly installments against the principal hereof according to the repayment schedule attached hereto and made a part hereof as Exhibit "1" until the principal amount hereof and all accrued interest thereon, as billed monthly, is paid in full. Each installment shall be first applied to payment of accrued interest as invoiced and the balance to reduction of principal, according to the scheduled principal payment.

This Note evidences indebtedness for a loan made to Maker for the improvement of the premises located at the SEQ I-85 and Laurens Road, Greenville, South Carolina, and described in the Mortgage, which will secure the payment hereof.

If payment of any installment of principal or interest is not received timely or if any other default hereunder occurs, holder shall first notify maker in writing by certified mail, return receipt requested, and maker shall have thirty (30) days from and after receipt thereof to make said payment or cure such default before holder may accelerate the balance hereunder or commence foreclosure or assert any other rights it may have under this Note.

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