

State of South Carolina

Mortgage of Real Estate



County of GREENVILLE

THIS MORTGAGE made this 1st day of August, 1984

by Miller Oil Company, Inc.

(hereinafter referred to as "Mortgagor") and given to SOUTHERN BANK & TRUST CO.

(hereinafter referred to as "Mortgagee"), whose address is P. O. Box 1329, Greenville, South Carolina 29602

WITNESSETH:

THAT WHEREAS, Miller Oil Company, Inc. is indebted to Mortgagee in the maximum principal sum of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00), Which indebtedness is evidenced by the Note of George A. Mullinnix, Jr. and Mary Ellen Mullinnix of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note. (the final maturity of 8/1/94 which is 120 months after the date hereof) the terms of said Note and any agreement modifying it are incorporated herein by reference.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina (1976): (i) all future advances and readvances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note, or by other promissory notes, and all renewals and extensions thereof; and (ii) all other indebtedness of Mortgagor to Mortgagee, now or hereafter existing whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed \$ 250,000.00 plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorney's fees, has granted, bargained, sold, released and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described property:

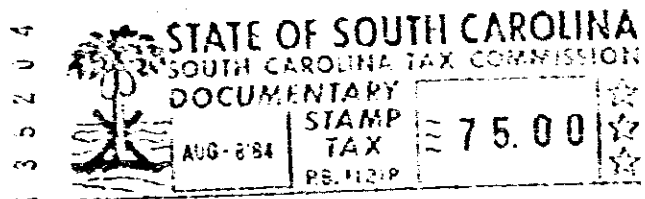
ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, on the western side of North Franklin Road and having according to a survey entitled "Property of Miller Oil Company, Inc.", made by Jones Engineering Service, dated January 9, 1976, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of North Franklin Road at the joint front corner of instant property and property of Morgan and running thence along the western side of North Franklin Road, S.33-25 E. 125 feet, more or less, to an iron pin; thence along the right of way of S. C. Highway 253, S.50-00 W. 265 feet, more or less, to an iron pin; thence S.82-20 W. 154.6 feet, more or less, to an iron pin; thence along line of property now or formerly of Harmon, N.39-30 W. 81.1 feet, more or less, to an iron pin; thence along line of Sans Souci Devel. and Morgan, N.54-49 E. 460.8 feet to an iron pin, the point of beginning.

THIS is the same property as that conveyed to Miller Oil Company, Inc. by deed of Junius K. Campbell recorded in the RMC Office for Greenville County in Deed Book 1030 at Page 499 on January 22, 1976.

THE mailing address of the Mortgagee herein is P. O. Box 1329, Greenville, South Carolina 29602.

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TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto):

CCCO  
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