

NOW, KNOW ALL MEN, That WE the said LEON E. ASHMORE and FRANCES J. ASHMORE

in consideration of the said debt and sum of money aforesaid and for the better securing the payment thereof to the said PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY, of Chattanooga, Tennessee, according to the terms of said note and also in consideration of the further sum of THREE DOLLARS to US

the said LEON E. ASHMORE and FRANCES J. ASHMORE in hand well and truly paid by the said PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY at and before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents DO GRANT, bargain, sell and release unto the said PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY:

A piece, parcel or tract of land situate, lying and being near the City of Greenville, County of Greenville, and State of South Carolina, and as shown on a plat of property of Leon and Frances J. Ashmore made by J. C. Hill, LS., dated July 19, 1958, more particularly described as:

Commencing at a point on the southeastern side of the right-of-way of U. S. Highway No. 25, 75 feet from a point in the center line of the north bound lane of U. S. Highway No. 25, which point in the center line of said lane is located 314.6 feet southwest of the intersection of the center line of the north bound lane of U. S. Highway No. 25 and the center line of the south lane of the Old Augusta Road, and running thence South 42° 17' East 74.4 feet to an iron pin on the northwestern side of the Old Augusta Road and thence running South 17° West along the Northwestern side of the Old Augusta Road 100 feet to a point; thence South 13° 46' West along the northwestern side of the Old Augusta Road 75 feet to an iron pin; thence running North 60° 14' West 166.9 feet to an iron pin on the southeastern side of the right-of-way of U. S. Highway No. 25; thence running North 45° 18' East along the southeastern side of U. S. Highway No. 25, 200 feet to the point of commencement.

Owner agrees that he will not lease any adjacent property owned by him for another service station without the written consent of Sinclair Refining Company so long as Sinclair leases the mortgaged premises.

TOGETHER with all and singular the Rights, Member, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises unto the said PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY, its Successors and Assigns forever.

AND We do hereby bind ourselves and our Heirs, Executors and Administrators, Successors or Assigns, to warrant and forever defend all and singular the said Premises unto the said PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY, its Successors and Assigns, from and against us and our Heirs, Executors, Administrators, Successors and Assigns, and all other persons whomsoever, lawfully claiming, or to claim the same, or any part thereof.

AND the said mortgagor doth, as additional security, hereby assign, set over, and transfer to the said mortgagee, all of the rents, issues and profits of the said mortgaged premises, accruing or falling due from and after the service of a summons in any action of foreclosure to which said mortgagee may be parties, and the holder of this mortgage shall be entitled to the appointment of a receiver for such rents and profits as a matter of right, without consideration of the value of the mortgaged premises as security for the amount due the mortgagee, or the solvency of any person or persons liable for the payment of such amount.

AND IT IS AGREED, by and between the said parties, that the said Mortgagor, Heirs, Executors, Administrators, Successors or Assigns shall and will insure the house and buildings on said premises and keep the same insured from loss or damage by fire, the perils covered by the standard Extended Coverage Endorsement or other hazards, that may be from time to time required by the Mortgagee, and assign the Policy of Insurance to the said PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY, its Successors or Assigns, and in case that we or they shall, at any time, neglect or fail so to do, then the said PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY, its Successors or Assigns may cause the same to be insured in its own name, and reimburse itself for the premium and expenses of such insurance, together with interest on the amount so paid, at the rate of seven (7%) per cent. per annum, from the date of such payment, under this Mortgage.

AND IT IS FURTHER AGREED AND COVENANTED, by and between the said parties, that until the debt hereby secured be paid, the said Mortgagor their Heirs, Executors, Administrators, Successors or Assigns, shall and will pay all taxes on the property hereby mortgaged, when due and payable, and in case we or they fail to do so, the said PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY, its Successors or Assigns, may pay said taxes, together with any costs or penalties incurred thereon, or any part thereof, and reimburse itself for the same, together with interest on the amount so paid, at the rate of seven (7%) per cent. per annum, from the date of such payment, under this Mortgage.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these Presents, that if we the said mortgagors