

MORTGAGE

STATE OF SOUTH CAROLINA)
 COUNTY OF GREENVILLE)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

CONVENIENCE, INC., SENDS GREETING:

WHEREAS said CONVENIENCE, INC., hereinafter called the "Mortgagor", a corporation duly organized and existing under the laws of the State of South Carolina, with its principal place of business at the City of Greenville, County of Greenville, State of South Carolina, has this day borrowed the sum of two hundred fifty thousand dollars (\$250,000.00) from COMMERCIAL CREDIT CORPORATION, hereinafter called the "Mortgagee" a corporation duly organized and existing under and by virtue of the laws of the State of South Carolina, with its principal place of business at the City of Greenville, County of Greenville, State of South Carolina, and

WHEREAS the Mortgagor, by reason of said loan from the Mortgagee, is well and truly indebted to the Mortgagee in the said sum of two hundred fifty thousand dollars (\$250,000.00), and the Mortgagor, as evidence of said indebtedness, has this day executed and delivered to the Mortgagee the Mortgagor's promissory note in said sum in the form set forth in Schedule "A", annexed hereto and made a part hereof,

NOW, THEREFORE, in consideration of the said loan of two hundred fifty thousand dollars (\$250,000.00) made by the Mortgagee to the Mortgagor, and as security for the payment of said promissory note, the indebtedness evidenced thereby, the interest accruing thereon from the date thereof until the same has been paid in full, and any and all other sums payable by the Mortgagor to the Mortgagee pursuant to the terms of said promissory note or this mortgage, the Mortgagor has granted, bargained, sold, released, and mortgaged to the Mortgagee, and by these presents, does grant, bargain, sell, release and mortgage unto the Mortgagee all real estate and interests in real estate now owned by the Mortgagor and located in the Counties of Greenville and Lexington in the State of South Carolina, together with all plants, buildings, structures and improvements of every character and description now or hereafter located thereon and all furniture, fixtures, machinery and equipment owned by the Mortgagor and located or installed on said real estate or any part thereof, whether or not deemed part of the realty, or on any real estate leased by the Mortgagor, together with all and singular the rights, title and estate of the Mortgagor in and to the same, and all easements, rights, privileges, licenses, permits and consents, and all tenements, hereditaments and appurtenances whatsoever belonging or in any wise appertaining to the property subjected or expressed to be subjected to the lien of this mortgage, and the reversion and reversions, remainder and remainders, and the income, rents, revenues, issues and profits thereof, and of every part and parcel thereof, all of said property being called hereinafter the "Mortgaged Property", and being described in Schedules "B", "C", "D", "E" and "F" annexed hereto and made a part hereof,

TO HAVE AND HOLD all and singular the said mortgaged property unto the said Mortgagee, its successors and assigns, forever, PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties to these presents, that if the said Mortgagor does and shall well and truly pay or cause to be paid unto the said Mortgagee the sums secured hereby, according to the true intent and meaning of the said promissory note and this mortgage, then this mortgage shall cease, determine and be utterly null and void; otherwise to remain in full force and virtue. The Mortgagor is to hold and enjoy the Mortgaged Property until the occurrence of one of the Events of Default defined in Sections 16 or 17 of this mortgage.

The Mortgagor does hereby bind itself, its successors and assigns to warrant and forever defend all and singular the Mortgaged Property unto the Mortgagee, its successors and assigns, from and against itself, its successors and assigns, and every person whomsoever claiming the same, or any part thereof.

The Mortgagor, for itself and its successors and assigns, covenants and agrees with the Mortgagee and the Mortgagee's successors and assigns, as follows:

Section 1. Payment of indebtedness. The Mortgagor will pay the indebtedness evidenced by said promissory note, and the interest thereon, as therein provided.

Section 2. Additional Amortization Payments. If seven-twelfths (7/12) of sixty per cent. (60%) of the net earnings of the Mortgagor for the fiscal year ending November 30, 1945, after allowing for depreciation and taxes, exceed the sum of thirty-five thousand dollars (\$35,000.00), the Mortgagor will pay the Mortgagee such excess on or before February 1, 1946. If sixty per cent. (60%) of the net earnings of the Mortgagor for any fiscal year subsequent to November 30, 1945, after allowing for depreciation and taxes, exceed

*For Satisfaction
 to this mortgage
 see R.E.M. Book
 350 at Page 262*

SATISFIED AND CANCELLED OF RECORD
 31 DAY OF August 1946
 J. E. M. BOOK 334
 GREENVILLE COUNTY, S.C.
 NO. 14725