

RECORDING FEE
PART 200

POSTAGE

FILED BOOK 1182 PAGE 243
GREENVILLE CO. S. C.
MAR 1 2 47 PM '71

THIS INDENTURE OF MORTGAGE, made as of the 15th day of December, 1970, by **REPROCO, INC.**, a Delaware corporation, having an address at 306 South State Street, Dover, Delaware, 19901, (hereinafter called the "Company"), as Mortgagor, and **BANKERS TRUST COMPANY**, a New York corporation having its office and post office address at 16 Wall Street, New York, New York, 10015, and **G. E. Maier**, residing at 2018 Hoyt Ave, Fort Lee, New Jersey, 07024, as Trustees under a certain Trust Indenture (hereinafter called the "Indenture") dated as of November 10, 1970, from the Company, as Trustor, as Mortgagees, said Trustees being hereafter called the "Mortgagees",

WITNESSETH:

WHEREAS, the Company has executed and delivered to Mortgagees a certain Promissory Note (hereinafter called the "Note"), in the amount of \$ 135,073, payable on January 1, 1996 together with interest thereon at the rate of 10% per annum from maturity;

WHEREAS, the Company is desirous of securing prompt payment of the Note in accordance with the terms and conditions thereof, as well as any additional indebtedness accruing to the Mortgagees on account of payments or expenditures made by the Mortgagees as herein provided;

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) to the undersigned Company in hand paid by the Mortgagees, the receipt whereof is hereby acknowledged and for the purpose of securing prompt payment of the indebtedness hereinabove mentioned as the same becomes due and other valuable considerations, the Company does hereby grant, bargain, sell, assign, convey, mortgage and warrant unto the Mortgagees (in the case of Bankers Trust Company, only to the extent of its legal qualification and capacity under the laws of the state where the following described real property is situated to receive and hold property therein for the purposes hereof) the following described real property to wit:

ALL that piece, parcel or lot of land situate on the southwest side of Laurens Road (also known as U.S. Highway No. 276), southeast of the City of Greenville, in Greenville County, South Carolina, and having, according to a plat made by Dalton & Neves, Engineers, dated November, 1967, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwest side of Laurens Road (U.S. Highway 276), at joint front corner of property of Robert S. Woodlief and property now or formerly of U. G. Cantrell, Jr.; thence along the right-of-way of Laurens Road, N 39-55 W, 120.6 feet to an iron pin at the intersection of property of grantor with a highway site easement right-of-way; thence continuing along said site easement right-of-way, N 88-09 W, 64.6 feet to an iron pin at the intersection of the property of the grantor with the new right-of-way of Fairforest Way (Road S-434); thence along said right-of-way of Fairforest Way, S 41-49 W, 125 feet to a drill hole in concrete paving, joint rear corner of the property herein conveyed and other property of the grantor; thence along the line of property of the grantor, S 47-57 E, 176.36 feet to an iron pin on the line of property now or formerly of U. G. Cantrell, Jr.; thence along the line of said property, N 38-58 E, 150 feet to the point of beginning.

BEING the identical property conveyed to Reproco, Inc. by Deed from Robert S. Woodlief, dated August 5, 1968, recorded August 9, 1968, Book 850, page 53, RMC Office for Greenville County, S. C. *flb*

Robert S. Woodlief

being the same property conveyed to the Company by _____, by Deed dated August 5, 1968 together with all tenements, hereditaments and appurtenances now or hereafter belonging or appertaining thereto, all rents, issues and profits of the above-described property and all buildings and improvements now or hereafter located on or attached to or used in connection with said premises, including, without limitation, storage tanks, automobile hoists, dispensing pumps, air compressors and motors, lubricating equipment (pressure or otherwise), light poles, and/or other items of equipment which are used in connection with said premises as a service station and/or bulk station location, and any substitutions therefor or replacements thereof, all of which are and shall be deemed to be fixtures and a part of the realty and are a portion of the security for the indebtedness herein mentioned (said real property, tenements, hereditaments, appurtenances, rents, issues, profits, buildings and improvements being hereinafter sometimes called the "Premises"), provided, however, the Company shall be entitled to collect and retain the rents, issues and profits until default hereunder, subject, however, to the terms of any assignment executed by the Company directing payment of said rentals to Mortgagees or their respective assigns; provided, further, that this Mortgage shall not cover any equipment owned by Phillips Petroleum Company, a Delaware corporation, hereinafter called the "Lessee", and supplied by it for use at or in connection with such location;

TO HAVE AND TO HOLD the same with all rights, privileges and appurtenances thereunto belonging or in anywise appertaining unto the Mortgagees and their respective successors and assigns forever. This Mortgage is subject and inferior to that certain Lease Agreement dated as of December 15, 1970, (hereinafter called the "Lease") by the Company, as lessor, and Lessee, as lessee.