

Mortgagee's Address: P. O. Box 608, Greenville, S.C. 29602

State of South Carolina

BOOK 1551 PAGE 143  
Mortgage of Leasehold

County of GREENVILLE

THIS MORTGAGE made this 6th day of January, 1982

by Spinx Oil Company, Inc.,

(hereinafter referred to as "Mortgagor") and given to Bankers Trust of South Carolina

(hereinafter referred to as "Mortgagee"), whose address is P. O. Box 608, Greenville, S.C. 29602

WITNESSETH:

THAT WHEREAS, Spinx Oil Company, Inc. is indebted to Mortgagee in the maximum principal sum of Three Hundred Thousand and No/100 Dollars (\$300,000.00), which indebtedness is evidenced by the Note of Spinx Oil Company, Inc. of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is September 30, 1982 after the date hereof, the terms of said Note and any agreement modifying it are incorporated herein by reference

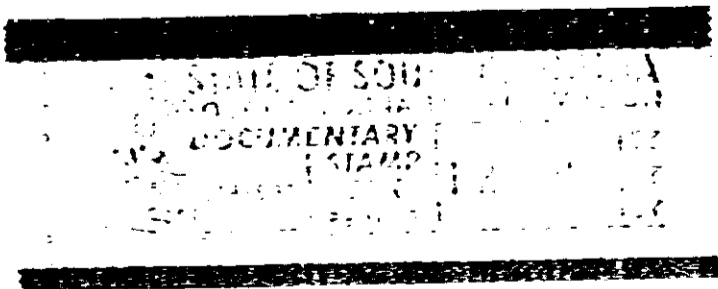
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate 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 \$ 300,000.00 plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorneys 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 LEASEHOLD INTEREST OF THE MORTGAGOR in and to the following described real estate:

ALL that certain piece, parcel or lot of land, situate lying and being in the State of South Carolina, County of Greenville on the easterly side of Buncombe Street, being shown on a plat entitled "Layout of Joe Foster Oil Company of Greenville, Inc.", dated May 29, 1979, prepared by Carolina Surveying Co., and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint intersection of Goodwin Street and a sidewalk lying on the easterly side of Buncombe Street and running thence along the eastern edge of said sidewalk N. 32-42 W. 211.8 feet to an iron pin; thence running N. 71-27 E. 191.1 feet to an iron pin; thence running S. 20-58 E. 203.5 feet to an iron pin lying on the northerly side of Goodwin Street; thence running along the northerly side of Goodwin Street S. 70-51 W. 144.3 feet to an iron pin at the intersection of Goodwin Street and the aforesaid sidewalk, being the point of beginning.

The above described property is the same property leased and demised to the mortgagor herein, as Lessee, by and from Mulberry Corporation, as Lessor, by unrecorded Lease dated January 15, 1978. Said property remains subject to an easement reserved by the aforesaid Lessor along the northerly property line for a depth of 18 feet.



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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), together with all & singular rights of the Mortgagor in and to said Lease with Mulberry Corporation, any and every clause, article and condition therein expressed and contained.

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