REAL ESTATE MORTGAGE

THIS MORTGAGE, made and entered into this 8th day of September, 1954, by and between J. T. KLUTZ and ETHEL M. KLUTZ, his Wife, of the City of Greenville State of South Carolina, hereinafter called "MORTGAGOR" (whether one or more), and SHELL OIL COMPANY, a Delaware corporation with offices at 50 West 50th Street, New York, New York, hereinafter called "SHELL".

WITNESSETH:

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and to secure the payment of MORTGAGOR'S indebtedness hereinafter described, and the performance and observance by MORTGAGOR of the covenants and conditions of this Mortgage, MORTGAGOR hereby grants, bargains, sells, conveys and mortgages to SHELL the following described premises situated matter near the city of Greenville, and State of South Carolina

legally described as follows: Lots 2,3, and 4 and lots 1 and 19 of that parcel of land appearing on plat of Clarence Goldsmith Estate, recorded in Plat Book H, Page 148, in the R.M.C. Office for Greenville County, the said lots, collectively, being bounded on the West by New Buncombe Road; on the N.W. by Hammett Street; on the N.E. and East by property now or formerly of Estate of Will Butler and also that of Sadie Butler; on the S.E. and S.W. by Earnhardt Street; said lots 2, 3 and 4 being the same property conveyed to J. T. Klutz by Deed, dated October 28, 1937, and recorded in Book 200, Page 293; and said lots 1 and 19 being the same property conveyed to J. T. Klutz by Deed, dated August 14, 1939, and recorded in Book 213, Page 164.

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together with all rights, privileges and appurtenances thereunto belonging, all rents, issues and profits therefrom, and all buildings, improvements and Mortgagor's fixtures now or hereafter located thereon.

To have and to hold the same unto SHELL, its successors and assigns, forever; provided, however, and this Mortgage is upon the express condition, that, if MORTGAGOR shall promptly and fully pay MORTGAGOR'S indebtedness to SHELL under and in accordance with the provisions of a certain Promissory Note of even date herewith, in the principal sum of twenty five thousand five hundred & 00/100 Dollars (25,500.00) and if MORTGAGOR shall fully perform and observe all of the covenants and conditions of this Mortgage, then this Mortgage shall be void; otherwise it shall remain in full force and effect.

MORTGAGOR hereby covenants with SHELL; that MORTGAGOR is lawfully seized of said premises in fee simple and has good right and lawful authority to sell, convey and mortgage the same; that said premises are free from all liens and encumbrances; and that MORTGAGOR will warrant and defend the title to said premises against the lawful claims and demands of all persons whomsoever. MORTGAGOR hereby waives and releases all rights of homestead, dower and curtesy in said premises.

MORTGAGOR hereby further covenants and agrees with SHELL as follows: