MORTGAGE OF REAL ESTATE

1920 Provence—Larbany Go. -- Greenville

NOW, THEREFORE, this Indenture

WITNESSETH

That the Company and the Subsidiaries in consideration of the premises and of the execution and delivery of the Sales Contract by the Mortgagee and Cities Service, and of the mutual covenants herein contained and the sum of One Dollar (\$1.00) to the Company, and to each of the Subsidiaries duly paid by the Mortgagee on or before the sealing and delivery of these presents, and for other good and valuable considerations, the receipt whereof is hereby acknowledged, and in order to secure the due and punctual payment of the principal and interest on said indebtednesses and the performance by the Company and the Subsidiaries of all of the covenants and conditions in this Indenture contained, have granted, bargained, sold, assigned, transferred, conveyed, warranted, mortgaged, pledged, aliened, remised, released, confirmed and set-over, and by these presents do grant, bargain, sell, assign, transfer, convey, warrant, mortgage, pledge, alien, remise, release, confirm and set-over unto Arkansas Fuel Oil Company, the Mortgagee, and its successors and assigns forever:

All property, real, personal and mixed which the Company and any of the Subsidiaries now own, and which the Company or any of the Subsidiaries may hereafter acquire, and wherescever situated, except such property as is hereinafter excepted from the lien hereof, subject to the rights reserved by the Company and the Subsidiaries in and by the provisions of this Indenture, including in the property subject and to be subject to the lien of this Indenture (without in any manner limiting or impairing by the enumeration of the same the scope and effect of the foregoing or of any general description contained in this Indenture) the following:

FIRST

The following described real property, viz:

All that piece, parcel or lot of land in Butler Township, Greenville County, State of South Carolina, on road near Lowndes Hill Road, adjoining property of Greenville Airport, containing two acres, and having the following metes and bounds, as shown on plat of property of H. C. Harvley, made by Dalton & Neeves, Engineers in August, 1939, and smended in September, 1942, to-wit:

BEGINNING at an iron pin on the west side of said road, and running themce along the said road S. 24-07 E. 250 feet to a point on west side of said road; thence across an iron pin on the East side of said road N. 62-22 E. 369.5 ft. to an iron pin; thence N. 1-36 E. 129 feet to an iron pin in line of property of Greenville Airport; thence along line of said Airport property N. 88-24 W. 325 feet to an iron pin; thence S. 53-08 W. 135.5 feet to the beginning corner.

This being the land conveyed to the grantors by H. C. Harvley by deed dated the loth day of September, 1942 and recorded in the R. M. C. Office for Greenville County in Deed Book 248 at page 249.

Also all that piece, parcel or let of land in Butler Township, Greenville County, State of South Carolina, containing 9.19 acres, more or less, as shown on plat of property of H. C. Harvley made by Dalton & Neves, Engineers, in August, 1939 and amended in September, 1942 and recorded in R. M. C. Office for Greenville County in Plat Book N at page 23, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in center of Lowndes Hill Road, corner of property of Rosemond, and running thence along center of said Lowndes Hill Road, N 16-41 E 908 ft. to iron