13898 FILED BOOK 1144 PAGE 359 **CREENVILLE CO. S. C.** 12 42 PHARIE., COLA., N.M., FLA., S.C. SMR-182 (Cancels SMR-63) Page 1 IFARNSWORTH POSTAGE R. M. C. AID: 06 REAL PROPERTY MORTGAGE November 25. THIS IS A MORTGAGE dated , 1969 between of Route 4, Heathwood Circle J. K. Tapper Taylors, South Carolina ___, (herein called 'Mortgagor), and SHELL OIL COMPANY, a Delaware corporation with offices at 230 Peachtree Street, N.W., in Atlanta, Georgia 30303 (herein called "Shell"). IN CONSIDERATION, and to secure payment, of Mortgagor's indebtedness herein described, and Mortgagor's performance and observance of the covenants and conditions of this Mortgage, Mortgagor hereby grants, bargains, sells, conveys and mortgages to RHITIAL Shell the following described premises situated for on Heathwood Circle near , County of Greenville , State of South Carolina THIS IS A SECOND MORTGAGE "All that certain parcel or lot of land situated on Heathwood Circle between Taylors and the City of Greenville, Greenville County, State of South Carolina and being Lot No. 80 of Heathwood Sub-division, according to survey and plat by Dalton, dated July, 1956, recorded in Plat Book "KK", page 35, R.M.C. Office for Greenville County." - William & together with all rights, privileges and appurtenances thereto, all rents, issues and profits therefrom, and all buildings, improvements and Mortgagor's equipment now or hereafter located thereon (the latter herein collectively called "Improvements" and, TO HAVE AND TO HOLD the same unto Shell and its successors and assigns forever; PROVIDED, HOWEVER, and this Mortgage is upon the express conditions, that: (a) if Mortgagor promptly and fully pays Mortgagor's indebtedness to Shell under and as provided in (1) the Financing Agreement of even date herewith between Shell and Mortgagor, under which Mortgagor may become indebted to Shell for future advances up to a total sum not exceeding Dollars (\$ ___), or (2) the Promissory Note of even date herewith by

Note supersedes the Financing Agreement and Mortgagor's indebtedness (if any) thereunder; as well as any indebtedness of Mortgagor to Shell arising under this Mortgage (all herein collectively called "Secured Debt"); and (b) if Mortgagor fully performs and observes all of the covenants and conditions of this Mortgage; then this Mortgage shall be void; but otherwise it shall remain in full force and effect.

Mortgagor to Shell for the principal sum of Fifty Seven Hundred Fifty Eight and 08/100--