

FEB 10 9 03 AM 1954

REAL ESTATE MORTGAGE

THIS MORTGAGE, made and entered into this 4th day of October, 1954, by and between **DAISY G. STROUD** of the City of **Marietta** 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 in the **Town** of **Marietta**, **County of Greenville**, and State of **South Carolina**

beginning at the intersection of the south/westerly r/w line of U.S. 276 and the north/westerly r/w line of State Hwy. 186 and continuing north/westwardly along said r/w line of U.S. 276 200 feet to a point; *J. G. S.* thence south/westwardly and parallel to State Hwy. 186 150 feet to a point; thence south/eastwardly and parallel to U.S. Hwy. 276 200 feet, more or less, to the north/westerly r/w line of State Hwy. 186; thence north/eastwardly along said r/w line of State Hwy. 186 150 feet, more or less, to the point or place of beginning,

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-Thousand & 00/100** Dollars (\$ **20,000.00**) 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: