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BOOK 681 PAGE 397

REAL ESTATE MORTGAGE

THIS MORTGAGE, made and entered ~~into~~ this 29th day of May, 1956, by and between EDWIN H. COOPER, individually and MARGARET WATSON COOPER, individually and as Trustees for Edwin H. Cooper, Jr., Robert Watson Cooper, Sarah Anne Cooper, William Coker Cooper and Marguerite Armstrong Cooper, of the City of Columbia, 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". *EAC*
MWC

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 city of Greenville, County of Greenville, and State of South Carolina

All that certain piece, parcel or lot of land, situate, on the Western side of the South Carolina Highway No. 291 (also known as the By-Pass running between the Laurens Road and the Greenville-Spartanburg Highway) in the City of Greenville, in Greenville County, South Carolina and being bounded on the East by Highway No. 291, whereon it measures one hundred fifty (150') feet, more or less; on the South by Tower Drive, whereon it measures one hundred (100') feet, more or less; on the West by property of Edwin H. Cooper and Margaret Watson Cooper, whereon it measures one hundred fifty (150') feet, more or less; and, on the North by property of Edwin H. Cooper and Margaret Watson Cooper, whereon it measures one hundred (100') feet, more or less; said lot being a portion of the property heretofore conveyed to Edwin H. Cooper and Margaret Watson Cooper by Richard F. Watson, by deed dated April 16, 1954, and recorded in the Office of the R. M. C. for Greenville County, South Carolina in Deed Book 498, at page 69. *EAC*
MWC

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-Four Thousand & 00/100 Dollars (\$24,000.00)** 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: