

JUL 8 1957

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A-419

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OLLIE FARNWORTH
REAL ESTATE MORTGAGE
R.M.C.

THIS MORTGAGE, made and entered into this 30th day of August 1956, by and between SOUTH FOREST ESTATES, INC. 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 2000 Fulton National Bank Building, Atlanta, Georgia, 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 city of Greenville, County of Greenville, and State of South Carolina.

ALL that lot of land with the buildings and improvements thereon, situate on the Northwest side of Augusta Road, (also known as U. S. Highway No. 25) near the City of Greenville, in Greenville County, S. C., and having, according to a survey made by R. K. Campbell, Surveyor, January 5, 1957, recorded in the R.M.C. Office for Greenville County, S.C., in Plat Book GG, at Page 97, the following metes and bounds, to wit:

BEGINNING at an iron pin on the Northwest side of Augusta Road, said pin being at the point where the Northwest side of Augusta Road intersects with the Northeast side of Stratford Road, and running thence along the Northeast side of Stratford Road, N 44-55 W, 150 feet to an iron pin; thence N 45-05 E, 150 feet to an iron pin; thence S 44-55 E, 162.1 feet to an iron pin on the Northwest side of Augusta Road; thence along the Northwest side of Augusta Road, S 49-42 W, 150.5 feet to the beginning corner.

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 Thirty Thousand & 00/100 Dollars (\$ 30,000.00) 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:

In Satisfaction See A. E. M. Book 1076 Page 325

13 Not. 67
Ollie Farnsworth
2:43 J. 13848