

REAL ESTATE MORTGAGE

THIS MORTGAGE, made and entered into this 9th day of August, 1955, by and between Horace M. Farr and Nannie G. Farr, his wife 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 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 _____ of _____, County of Greenville, and State of South Carolina

Beginning at the point of intersection of the East right-of-way of U.S. Highway No. 104 (Hunts Bridge Road) with the Northeast right-of-way of U.S. Highway No. 416 (Cedar Lane Road) and proceeding along said East right-of-way of U.S. No. 104 North $24^{\circ} 03'$ West a distance of one hundred twenty-one (121.0') feet to a point; thence South $72^{\circ} 00'$ East a distance of two hundred twenty-one and one-tenth (221.1') feet to a point; thence South $18^{\circ} 00'$ West a distance of ninety (90.0') feet to a point on the Northeast right-of-way of U.S. Highway No. 416; thence along said Northeast right-of-way of U.S. Highway No. 416 North $72^{\circ} 00'$ West a distance of one hundred forty (140.0') feet to the point of beginning *H.M.F.*
M.W.H.M. 7.

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 Two Thousand & No/100----- Dollars (\$22,000.00) 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: