

REAL ESTATE MORTGAGE

THIS MORTGAGE, dated April 3, 1959, between Homer Styles & Flora B. Styles and Alvia F. Batson and Kathryn F. Batson, his wife, of Greenville, S. C., and SHELL OIL COMPANY, a Delaware corporation with offices at 2000 Fulton National Bank Building, in Atlanta, Georgia, (herein called "Shell").

WITNESSETH:

In consideration and to secure payment of Mortgagor's indebtedness herein 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 Travelers Rest County of Greenville, State of South Carolina

All that lot of land lying in Bates Township, Greenville County, South Carolina about 1 mile north of the town of Travelers Rest, being shown on a plat entitled "Plat of site for Shell Oil Company Service Station" prepared by Terry T. Dill dated March 11, 1959, to be recorded, and according to said plat being more particularly described as follows:

BEGINNING at the intersection of the southeast right-of-way line of U. S. Highway # 25 (Buncombe Road) and the western right-of-way line of new U. S. Highway #25 (Poinsett Highway) and running thence S. 0-28 W. along said western right-of-way line of Poinsett Highway 257.4 feet to an iron pin; thence N. 62-33 W. 218 feet to iron pin on the southeast side of right-of-way of Buncombe Road; thence with the southeast right-of-way of said road, N. 51-08 E. 250 feet to the beginning corner. This being a portion of the property conveyed to A. F. Batson and Homer Styles by deed recorded in the RMC Office for Greenville County in Deed Book 544 at Page 52.

Q.Z.B. K.F.B. H.H. J.H.

Together with an easement for an access road over and across the following described property of A. F. Batson and Homer Styles and adjoining the premises above described on the south:

BEGINNING at the southeast corner of property above described on the western right-of-way line of Poinsett Highway and running thence with said right-of-way line S. 0-28 W. 62.4 feet to a point in the center line of Batson Road (formerly known as the Indian Race Path Road); thence with the center of said Batson Road S. 78-38 W. 51.5 feet to a nail and cap in the center of said road; thence N. 0-08 E. 100.7 feet to iron pin on the southern line of property described above; thence with said southern line S. 62-33 E. 56 feet to the beginning corner, said easement to be used in common with the lessors A. F. Batson and Homer Styles, their successors, heirs and assigns, for ingress and egress to and from the premises above described by the lessee, Shell Oil Company, and its sublessees, or its or their licensees and invitees, with the right in Shell Oil Company to construct and maintain a driveway thereon; and neither the lessor or Shell Oil Company shall ever cause or permit any obstruction of the easement area or access thereto.

together with all rights, privileges and appurtenances thereto, all rents, issues, and profits therefrom, and all buildings, improvements and Mortgagor's fixtures now or hereafter located thereon (all herein collectively called "the premises");

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 promptly and fully pays Mortgagor's indebtedness to Shell under and in accordance with the provisions of a Promissory Note of even date herewith, in the principal sum of Nineteen Thousand & 00/100 Dollars (\$ 19,000.00 ), with interest at the rate of Four & seven-eighth percent ( 4-7/8 %) per annum; and if Mortgagor fully performs and observes 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 covenants with Shell: that Mortgagor is lawfully seized of the premises in fee simple and has good right and lawful authority to sell, convey and mortgage the same; that the premises are free from all liens and encumbrances; and that Mortgagor will warrant and defend the title to the premises against the lawful claims and demands of all persons whomsoever. Mortgagor hereby waives and releases all rights of homestead, dower and curtesy in the premises.

Mortgagor hereby further covenants and agrees with Shell as follows:

FOR SATISFACTION TO THIS MORTGAGE SEE DEED BOOK 1262 PAGE 7-7

SATISFIED AND CANCELLED OR RECORDED DAY OF 1959 R. M. C. FOR GREENVILLE COUNTY, S. C. AT TEN O'CLOCK P. M. NO. 115

for Alvia Batson Mortgage & Assignment of Plat see Deed Book 1012 page 751