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A-419 (Rev. 1/59)

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REAL ESTATE MORTGAGE

WILLIAM M. EDWARDS & MILDRED  
S. EDWARDS, his wife, and  
WILLIAM B. CALDWELL &  
MARGARET J. CALDWELL,

THIS MORTGAGE, dated **May 10**, 1960, between **WILLIAM M. EDWARDS & MILDRED S. EDWARDS, his wife, and WILLIAM B. CALDWELL & MARGARET J. CALDWELL,**  
his wife of **Route #4** in **Taylors**  
**South Carolina**, (herein called

"Mortgagor") 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 **Greenville** County of **Greenville**, State of **South Carolina**

All that certain piece, parcel or lot of land situate, lying and being on the Northwestern side of U. S. Highway Number 29, in the County of Greenville and State of South Carolina, being portions of Lots 2 and 3 shown on a plat of property of James M. Edwards made by Dalton & Neves in February, 1952 and as shown on a plat of property of William E. Edwards and W. E. Caldwell made by John A. Simmons, Registered Surveyor, dated April 27, 1960, is more fully described as follows:

Commencing on the Northwestern side of U. S. Highway Number 29 at a point marking the intersection of the dividing line between Lots 1 and 2 with U. S. Highway Number 29 and running thence N. 47° W. along the boundary line between Lots 1 and 2, 115 feet to an iron pin; thence turning and running N. 43° E. 150 feet to an iron pin; thence turning and running S. 47° E., 100 feet to an iron pin on the Northwestern side of U. S. Highway 29; thence turning and running S. 43° W. along the Northwestern side of U. S. Highway 29, 150 feet to the point of commencement.

*mjc*  
*MSE*  
*W.M.C.*

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 **Twenty-One Thousand & 00/100 Dollars (\$ 21,000.00)**, with interest at the rate of **Five and three-eighth percent ( 5-3/8 %)** 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:

*In Release of mortgage & Assignment of Assets see B. & M. Book 1067 Page 336*