

REAL ESTATE MORTGAGE

DEC 1 10 17 AM 1960

THIS MORTGAGE, dated **September 16**, 19**60** between **CLYDE T. GREEN & CORINE H. GREEN, his wife** of **Route # 1** in **Travelers Rest**, **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 **Travelers Rest (Bates Township)**, County of **Greenville**, State of **South Carolina**

All that certain piece, parcel or lot of land situate, lying and being on the southeastern side of U. S. Highway No. 25 in Bates Township, County of Greenville, State of South Carolina, and as shown on a plat of lot and building location as built for Shell Oil Company service station prepared by Terry T. Dill, R. C. E. & L. S., dated August 9, 1960, is more fully described as follows:

Commencing at an iron pipe on the southeastern side of U. S. Highway No. 25, 222 feet southwest of the intersection of U. S. Highway No. 25 with Belvue Road and running S 61° 34' E along property line of Clyde Green and Corine H. Green, 200 feet to an iron pipe; thence turning and running S 26° 26' W along property line of Clyde Green and Corine H. Green, 200 feet to an iron pipe; thence turning and running N 61° 34' W along property line of Clyde Green and Corine H. Green, 200 feet to a steel axle on the southeastern side of U. S. Highway No. 25; thence turning and running N 26° 26' E along the southeastern side of U. S. Highway No. 25, 200 feet to the point of commencement;

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 **Thirteen Thousand & 00/100** Dollars (\$ **13,000.00**), with interest at the rate of **Five & one-eighth** percent (**5-1/8** %) 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: