

REAL ESTATE MORTGAGE

THIS MORTGAGE, dated September 20, 1961, between Alvin F. Batson (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 tract of land in Paris Mountain Township, Greenville County, State of South Carolina, at the northeast corner of U. S. Highway #25 and Paris Mountain Road, near the City of Greenville, being a portion of Lots Nos. 1, 2, 3, 4, and 5, and an unnumbered tract shown on plat of the property of J. S. Fox, recorded in Plat Book V, page 169, and according to a survey made by Terry T. Dill on September 9, 1961, is described as follows:

BEGINNING at an iron pin at the northeast intersection of the right-of-way of U. S. Highway #25 and Paris Mountain Road; and running thence with the eastern side of U. S. Highway #25, N 13-20 W 505 feet to an iron pin; thence N 68-00 E 99.31 feet to an iron pin; thence S 16-13 E 324.2 feet to an iron pin; thence S 53-41 E 54.5 feet to an iron pin on Paris Mountain Road; thence with the northwest side of said road, S 25-33 W 200 feet to the beginning corner.

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 Seventy five thousand and 10/100 Dollars (\$ 75,000.00), with interest at the rate of five and one-half percent (5 1/2 %) 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 See A. E. M. Book 1098 Page 634

*24 May 68
Ollie Annworth
Terry T. Dill*