

REAL ESTATE MORTGAGE

THIS MORTGAGE, made and entered into this 2nd day of May 19 55, by and between **SHERWOOD INC.** of the City of **Greenville** State of **South Carolina** hereinafter called "MORTGAGOR" (whether one or more), and **SHELL OIL COMPANY** 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 **City** of **Greenville**, County of **Greenville**, and State of **South Carolina**

ALL that lot of land situate at the Northeast corner of the intersection of Pleasantburg Drive (sometimes referred to as By-Pass S.C. Route 291 between Laurens Road and Augusta Road) and LeGrand Boulevard, in the City of Greenville, in Greenville County, South Carolina, and having according to a survey made by R.K. Campbell, Surveyor, June 17, 1955, the following metes and bounds, to wit: BEGINNING at the Northeast corner of Pleasantburg Drive, S., and LeGrand Boulevard and proceeding along Pleasantburg Drive, S., N. 26-04 E., 100.6 feet to a point; thence S. 49-11 E., 160 feet to a point; thence S. 40-49 W., 97.2 feet to a point in the Northerly right of way line of LeGrand Boulevard; thence along said right of way line N. 49-11 W., 134.4 feet to the point or place of beginning; the same being the Southwesterly portion of Parcel Number 2 as shown on Plat of Sherwood Forest Subdivision made by Dalton & Neves, Engineers, August, 1951, recorded in the R.M.C. Office for Greenville County, S.C., in Plat Book 66, pages 70 and 71.

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-Three Thousand & 00/100** Dollars (**\$ 23,000.00**) 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: