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OLIVER FAIRBANKS
S.M.O.

REAL ESTATE MORTGAGE

THIS MORTGAGE, made and entered into this 22nd day of September, 1954, by and between J.A. Nickles and Nellie C. Nickles, his wife of the City of Greenville, State of South Carolina, hereinafter called "MORTGAGOR" (whether one or more), and SHELL OIL COMPANY, a 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:

Part of Lot H-1 of Highland, according to Plat Book "C" at Pages 230 and 231.

Beginning on the South side of Basley Bridge Road fifty feet from the corner of Mrs. Lillian Harris's lot, which is 10 feet West of the corner of Lot H-5 according to said Plat and thence run with South side of Basley Bridge Road, South 71 West 100 feet to corner of Texas Avenue, South 22-10 East 100 feet to a pin; thence North 71 East 100 feet to a pin; thence North 22-10 West 100 feet to the beginning corner. Together with an easement over and across the following described part of Lessor's land adjoining the leased land on the East; Beginning on the South side of Basley Bridge Road at the corner of Mrs. Lillian Harris's Lot, which is 10 feet West of the corner of Lot H-5 according to said plat and thence run with the South side of Basley Bridge Road, South 71 West 50 feet to corner of beginning of property to be leased, South 22-10 East a distance even with the front of service station building; thence North 71 East 50 feet; thence North 22-10 West a distance to the point of beginning to be used in common with Lessor, and for ingress and egress to and from the leased land by Shell and its subleases and licenses and invitees of either, with the right in Shell to install and maintain a driveway thereon; and neither Lessor nor Shell ever to cause or permit any obstruction of the easement area or access thereto.

The above easement will remain in full force and effect as long as the lessor is the owner of the premises covered by the easement.

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-five thousand and No/100 Dollars (\$25,000.00) 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: