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A-419 (Rev. 1/59)

OLLIE FANNING WORTH  
REAL ESTATE MORTGAGE

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WALTER S. GRIFFIN,  
R. M. CAINE & WALTER W.  
GOLDSMITH, D/B/A PLEASANTBURG

THIS MORTGAGE, dated August 17, 1961, between INDUSTRIAL PARK of C/O Caine Realty & Mortgage Co. in Calhoun Towers Greenville, 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 Greenville County of Greenville State of South Carolina

Being all that parcel or lot of land in Greenville County bounded by lands of Pleasantburg Industrial Park, Industrial Drive, and Laurens Road, being more fully described as follows:

Beginning at an iron pin on the Southeast intersection of the right-of-way of Industrial Drive and Laurens Road and running thence along the Southern side of Industrial Drive N 37 - 49 E, 115.0' to an iron pin on the Southern right-of-way of Industrial Drive, thence S 52 - 11 E, 150' to an iron pin, thence S 37 - 49 W, 115' to an iron pin on the Northern right-of-way of Laurens Road, thence along the Northern right-of-way of Laurens Road N 52 - 11 W, 150' to the beginning corner;

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ms  
ms*

*ms  
ms  
ms*

Lessor covenants that, throughout the term of this lease and any extension thereof, no gasoline, lubricants or other petroleum products for motor vehicles shall be advertised, stored, sold, or distributed on or from any of the property now owned by the lessor adjoining the above-described property to the Southeast and fronting along Laurens Road for a distance of approximately 132 feet. The lessor further covenants that on said property adjoining to the Southeast of the property above described, no building shall be erected nearer than sixty (60) feet from Laurens Road.

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 hereih 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-Five Thousand & 00/100 Dollars (\$ 25,000.00 ), 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: