

GREENVILLE CO. S.C. 250
PYLE & PYLE
ATTORNEYS
JUL 27 11 35 AM '64

BOOK 966 PAGE 229
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A-419 (Rev. 1/59)

REAL ESTATE MORTGAGE

THIS MORTGAGE, dated **March 17**, 19**64**, between **ALVIN R. BATSON** of **1007 N. Main Street** in **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 **Travelers Rest** 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 25 Alternate in Bates Township, County of Greenville and State of South Carolina and as shown on plat of survey of Shell Oil Station, Travelers Rest, South Carolina for Alvin F. Batson by Terry T. Dill, dated March 17, 1964 is more fully described as follows: Commencing at a spike on the Southeastern side of U. S. Highway 25 Alternate Seventy-six (76') feet N 54° 00' E of the Southeastern corner of the intersection of U. S. Highway 25 Alternate with Tubbs Mountain Road and running thence N 54° 00' E along the Southeastern side of U. S. Highway 25 Alternate One Hundred Seventeen (118') feet to an iron pin; thence turning and running E 32° 53' W along the Southeastern property line of H. H. Merrill One Hundred Seventeen and 5/10 (117.9') feet to an iron pin; thence turning and running N 32° 43' W along property line of H. H. Merrill One Hundred Seventy (170') feet to the point of commencement.

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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 **Ten Thousand & 00/100** Dollars (\$ **10,000.00**), with interest at the rate of **Four & three-fourth** percent (**4-3/4** %) 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 TO THIS MORTGAGE SEE SATISFACTION BOOK 24 PAGE 350

SATISFIED AND CANCELLED OF RECORD
2 PAY OF 10/24 1964
Thomas O. ...
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 11 O'CLOCK P. M. NO. 212

See Return of Mortgage & Assignment of Plat see full book 1022 page 705