

SEP 3 11 24 AM '70

BOOK 1165 PAGE 281

STATE OF SOUTH CAROLINA } ALLIE FARNSWORTH
COUNTY OF GREENVILLE } R. M. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Watkins, Garrett & Woods Mortuary, Incorporated

(hereinafter referred to as Mortgagor) is well and truly indebted unto The Southern Bank And Trust Company of Greenville, South Carolina

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Twenty Five Thousand

Dollars (\$ 25,000.00) due and payable

at the rate of Five Hundred Six Dollars and Ninety One Cents (\$506.91) per month, payments to be applied First to Interest and then to Principal to commence October 1, 1970 and each consecutive month thereafter with the privilege of acceleration.

with interest thereon from date at the rate of Eight per centum per annum, to be paid: Monthly

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Fountain Inn, at Case and Wall Streets as shown on a Plat of Property of Watkins, Garrett & Woods, Mortuary, Inc. by C. O. Riddle, Reg. L. S. 1347, dated August 25, 1970, noted in Plat Book 4 E at Page 185, Office of the R. M. C. for Greenville County, and is more particularly described as follows:

BEGINNING at an iron pin at the corner of Case Street and Wall Street and running thence S. 38-54 E. 158.2 feet along Wall Street to an iron pin; thence S. 46-49 W. 128.8 feet to an old iron pin; thence S. 46-49 W. 33.3 feet to an iron pin at corner of David H. Garrett property; thence N. 40-19 W. 180.9 feet to an iron pin at or on Case Street; thence N. 54-43 E. 37 feet along Case Street to an iron pin; thence N. 54-43 E. 130 feet along Case Street to the point of beginning.

BEING the same property conveyed to the Watkins, Arnold & Sheppard Mortuary, Inc., as noted in Deed Volume 879 at Page 42, Office of the R. M. C. for Greenville County, the Mortgagors are now by Formal Change of Name, Watkins, Garrett & Woods Mortuary, Incorporated.

THIS INSTRUMENT is Pursuant to a Resolution unanimously approved by the Board of Directors.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its ~~heirs~~ successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.