

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
GREENVILLE F.C.O.S.C.
N. 12
DONNA WILSON
R.M.C.
3:20 PM '79
Second MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

1133 1125

WHEREAS, CANNON FUNERAL HOME, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto THE PALMETTO BANK, FOUNTAIN INN, 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 Eighty Thousand and No/100 ----- Dollars \$ 80,000.00 due and payable ----- (\$80,000.00)-----

as per note executed on this date.

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

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 Mortgagee 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, Town of Fountain Inn, containing 8.89 acres according to plat made for Cannon Memorial Park by J.L. Montgomery III., R.L.S., dated November 1978 and revised December 1978, and being more fully described in accordance with said plat, to-wit:

BEGINNING at an iron pin on the Northern side of S.C. Highway 14, joint corner with Sloan property, and running thence along the Northern side of said highway right-of-way N. 82-30 W. 437.85 feet; thence N. 75-48 W. 233.06 feet; thence N. 68-36 W. 223.09 feet; thence N. 61-31 W. 233.74 feet; thence N. 54-36 W. 211.84 feet; thence N. 51-15 W. 346 feet to iron pin; thence N. 49-44 W. 94.1 feet to iron pin; thence S. 72-35 E. 699.8 feet to iron pin; thence S. 82-21 E. 733.3 feet to iron pin; thence S. 82-21 E. 360.44 feet to iron pin; thence S. 25 W. 389.17 feet to iron pin being the point of beginning.

THIS being the same property conveyed to mortgagor by deed of Jeanne C. Johnson, et al of even date herewith, and deed to mortgagor of Edith B. Card dated January 29, 1979, and deed to mortgagor by Azilee H. Mowbray dated January 29, 1979, which were recorded in the R.M.C. Office for Greenville County prior to the recording of this mortgage.

THIS mortgage covers all of the property within the above description except grave lots and mausoleum crypts as previously sold prior to this date by former owner. This mortgage shall not apply to any grave lots or mausoleum crypts that may in the future be sold by Cannon Funeral Home, Inc., and such sales in the future shall be without lien or encumbrance of this mortgage. However, this mortgage shall remain on all unsold property in the past and future until paid in full. It is further understood that Cannon Funeral Home, Inc. will continue to sell in the future grave lots and mausoleum crypts, and this mortgage shall be automatically released from such sales as they are consummated without the necessity of executing individual releases, mortgage release or satisfaction since such shall be automatic.

Together with all and singular rights, members, hereditaments, 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.

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