

2300 Delmar Blvd., St. Louis, MO 63166

APR 22 2 59 PM '83

BOOK 1603 PAGE 291

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

DONNIE S. WHEATLEY  
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

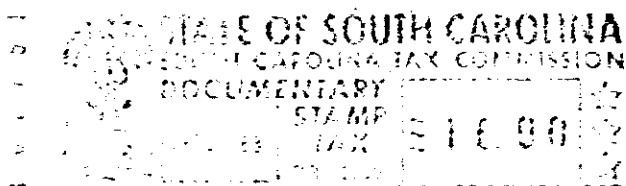
WHEREAS, TIMOTHY R. CHILDS AND BARBARA W. CHILDS

(hereinafter referred to as Mortgagor) is well and truly indebted unto RAWLINGS SPORTING GOODS DIVISION OF FIGGIE INTERNATIONAL INC

(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 Forty Thousand and No/100-----

Dollars (\$ 40,000.00 ) due and payable

on demand



with interest thereon from N/A at the rate of -0- per centum per annum, to be paid: N/A

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,

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot 564, Map 4, Section II, on plat of SUGAR CREEK recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 8-P at Page 62, and having, according to a more recent survey prepared by Freeland and Associates, dated August 9, 1982, entitled "Property of Timothy R. Childs and Barbara W. Childs", the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Lady Slipper Lane at the joint corners of Lots 564 and 565, and running thence S. 61-00 W. 147.67 feet to an iron pin at the rear corner of Lot 564; thence with the line of Lot 564 N. 24-04-24 W. 30.66 feet to an iron pin; thence continuing with said lot N. 10-15-27 W. 111.52 feet to an iron pin on the southern side of Hunting Hill Circle; thence along Hunting Hill Circle N. 71-22-16 E. 84.75 feet to an iron pin; thence running along the intersection of Hunting Hill Circle and Lady Slipper Lane S. 73-55-59 E. 36.59 feet to an iron pin; thence with Lady Slipper Lane S. 29-00 E. 95.0 feet to an iron pin, the POINT OF BEGINNING.

This is the identical property conveyed to the Mortgagors herein by Cothran and Darby Builders, Inc. by deed dated August 10, 1982, recorded August 10, 1982, in the R.M.C. Office for Greenville County in Deed Book 1171 at Page 773.

This mortgage is junior in lien to that certain Note and Mortgage executed unto Bankers Mortgage Corporation in the original sum of \$68,100.00 and being recorded August 10, 1982, in the R.M.C. Office for Greenville County in Mortgage Book 1577 at Page 474, and being re-recorded September 2, 1982, in said R.M.C. Office in Mortgage Book 1579 at Page 434. Said mortgage was assigned to Bankers Trust of S.C. by Assignment recorded November 22, 1982, in said R.M.C. Office in Mortgage Book 1586 at Page 596.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 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.