STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

CREENVILLED MORTGAGE OF REAL ESTATE

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WHEREAS.

Childrens Co., Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto First National Bank of South Carolina P. O. Box 2568, Greenville, S. C. 29602

(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

Fifty-five Thousand and no/100ths - - - - - - Dollars (\$ 55,000.00) due and payable as provided in a Real Estate Note in the amount of \$55,000.00 dated April 17, 1979, and having a final due date of sixty (60) months after its date,

as provided in the aforesaid note, with interest thereon/panyons works works works with a second park with the sec

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 Mortgager 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 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, being known and designated as Lot No. 236, as shown on a plat entitled "Section No. 2, subdivision for Abney Mills, Brandon Plant, Greenville, S. C.", prepared by Dalton & Neves, dated February, 1959, and recorded in the R.M.C. Office for Greenville County S. C. in Plat Book CO at Brand 56 ville County, S. C., in Plat Book QQ at Pages 56-59, reference to which plat is made for a more particular description thereof.

The above described property is the same conveyed to the Mortgagor by Abney Mills by deed dated June 20, 1979, and recorded on June 29, 1979, in the R.M.C. Office for Greenville County in Deed Book 1105, Page 794.

ALSO: ALL that certain piece, parcel or lot of land situate, lying and being in the county and state aforesaid, within the corporate limits of the City of Greenville, containing one-fourth of an acre, more or less, and bounded by lands now or formerly of Ed Kirby, W. H. Irvine and Dan Arnold, on Sullivan Street, being the same property conveyed to Margaret M. Mills by deed of Alfarata C. Downes (formerly Alfarata Calhoun) dated March 16, 1979, and recorded in the R.M.C. Office for Greenville County on March 16, 1979, in Deed Book 1098, Page 657. This property is known as 111 Sullivan Street.

The above described property is the same conveyed to the Mortgagor herein by Margaret M. Mills by deed dated June 30, 1980, and recorded on October 31, 1980, in the R.M.C. Office for Greenville County in Deed Book 1135, Page 569. (Continued on attached page.)

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 begrein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

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The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

(2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether due or not.



