STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

WHEREAS, Childrens Co. Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Perry S. Luthi, As Trustee For Kull Trust

(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 Pifty-seven thousand five hundred and four

and 47/00----- Dollars (\$57,504.47) due and payable On Demand

with interest thereon from date

at the rate of Six (6%) per centum per annum, to be paid:

On Demand

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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, State of South Carolina on the Southern side of Prancer Ave., In the City of Greenville, being shown as Lot No. 308 on a plat of Pleasant Valley, recorded in Plat Bk. P at Page 92.

ALSO: Lot No. 115 Churchill Cr., on a plat of Augusta Acres, recorded in Plat Bk. S at page 201, Gantt Township.

ALSO: Lot No. 133 Patton Dr., on a plat of Augusta Acres, recorded in Plat Bk. S at Page 201, Gantt Township.

ALSO: Lot No. 5 White Horse Rd. in Welcome Township, "Cochran Heights" recorded in plat bk. HH at page 13.

ALSO: Lot No. 6 White Horse Rd., in Welcome Township, "Cochran Heights" recorded in plat bk. HH at page 13.

ALSO: Lot No. 9 Gilman Ave., Greenfield Subdivision, Section 2, recorded in plat bk. Y at page 34.

ALSO: Lot No. 12 Gilman Ave., Greenfield Subdivision, Section 2, recorded in Plat bk. Y at page 34, Gantt Township.

ALSO: Beginning at a stake on the northwestern side of Lawton Ave., said stake being 313 feet north from the northwestern corner of Lawton and Perry Avenues; thence N. 69-00 W. 173 feet to a fence post in line of lands formerly known as Alexander McBee Estate; thence N. 20-14 E. 57.5 feet to a fence post, thence S. 69-00 E. 173 feet to an iron pin on Lawton Ave; thence with said Ave. S. 20-14 W. 57.5 feet to the point of beginning.

This is the identical property conveyed by deeds of Perry S. Luthi, As Trustee For Kull Trust recorded herewith.

TO COUNTY AND THE PROPERTY OF THE PROPERTY OF

Together with all and singular rights, members, hereditiments, 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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