STATE OF SOUTH CAROLINA COUNTY OF Greenville

DONNIES TO MORTGAGE OF REAL ESTATE

1664LL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

Childrens Co. Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto

W.R. Williams and Gloria H. Williams

(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

---Eleven Thousand Seven Hundred Fifty-Five & 59/Dars (\$ 11,755.59) due and payable

in 227 monthly installments of \$107.97 beginning July 1, 1979.

with interest thereon from

date

at the rate of 9%

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 Mortgagor at any time for advances made to or for his account by the Mortgagor, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagor 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 Mortgagor, 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 piece, parcel or lot of land situate, lying and being at the northeastern corner of the intersection of "E" Street with Fifth Street near the City of Greenville, in the County of Greenville, State of South Carolina and known and designated as Iot No. 27 of Section 6, JUDSON MILL VILLAGE, plat of which is recorded in the RMC office for Greenville County in Plat Book K at page 106; said lot having such metes and bounds as shown thereon.

This is the same property conveyed to Childrens Co., Inc. by deed and recorded in the R.M.C. Office for Greenville County, in Deed Book 1102, at page 352. Granter/U.S. of America Rec: May 11, 1979.

STATE OF SOUTH CAPOLINA

STATE OF SOUTH CAPOLINA

DOCUMENTA PY

STAMP

STATE OF SOUTH CAPOLINA

O A 1 2 O

----3 JN20 79

263

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 to 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 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.

1328 RV-2

SECURIOR STATE OF