STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE OF SOUTH CAROLINA

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WHEREAS, RALPH E. HAYES, II

(hereinafter referred to as Mortgagor) is well and truty indebted unto CHILDRENS CO. INC.

Chereinefter referred to as Mortgagee) as evidenced by the Mortgager's premissery note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Sixteen Thousand Five Hundred & no/100----

six months from date hereof in full

with interest thereon from date at the rate of 21 per centum per annum, to be paid at due date

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgages for such further sums as may be advanced to or for the Mortgagor's account for faxes, 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 scaling 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 acsigns:

"ALL that certain piece, parcel or let of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Caroline, County of GREENVILLE, being shown and designated as Lot No. 144 on plat of Northwood Hills, Section III, said plat being recorded in the RMC Office for Greenville County in Plat Book YY at Page 37 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Covington Road at the joint front corner of Lots 143 and 144 and running thence with the boundary of Lot 143, N. 64-22 E., 225.2 feet; thence N. 20-22 E., 27.9 feet; thence N. 63-57 W., 185 feet; thence running along Covington Road the following distances and courses: S. 25_52 W., 80 feet; S. 15_40 W., 65 feet and S. 4-38 E., 70 feet to the point of beginning.

This being the identical property as conveyed to the Mortgagor herein by deed of Ralph E. Hayes and Robert N. Daniel, Jr., as Receiver for Ralph Hayes, d/b/a Ralph Hayes Machinery Company, recorded May 10, 1976 in the RMC Office for Greenville County in Deed Book 1036 at Page 8.

This mortgage is second and junior in lien to that certain mortgage given by Artistic Builders, Inc. to Carolina Federal Savings and Loan Association in the original amount of \$33,000.00, recorded in Mortgage Book 1058 at Page 142.

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Together with all and singular rights, members, herditaments, and eppurtegances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 saixed 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 whomspever fawfully claiming the same or any part thereof.

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