STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

GREENVILLE

GREEN FILED

BOOK 1588 FAGE 200

MORTGAGE OF REAL ESTATE

GONNIE D. JANKERSLEY

R.H.C.

WHEREAS, Elford Thompson

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

Childrens Co., Inc., 28 Howe Street,

Greenville, S. C. 29601

(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

ONE THOUSAND TWO HUNDRED TEN + + + + + + + + + + + + + + in full on June 7, 1983.

with interest thereon from Maturity

at the rate of eight (8%) 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 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 situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 20 on plat of Morgan Hills, which plat is recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book A., at Page 69, and being further described as No. 7, City View Street.

This is the same property conveyed to Mortgagor by deed or Mortgagee recorded December 4, 1981 in Deed Book 1159, Page 120, R. M. C. Office for Greenville County, South Carolina.

This lien is junior to those certain mortgages from Mortgagor to Mortgagee recorded August 3, 1982 in R.E.M. Book 1576 at Page 988 and recorded September 23, 1982 in R. E. M. Book 1581 at Page 137, R. M. C. Office for Greenville County, South Carolina, and is NOT INTENDED TO REPLACE, MERGE OR CANCEL those prior liens.

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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 beirs, 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 approvided 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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