MORTGAGE OF REAL ESTATE -

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COUNTY OF Greenville GREENVILLE

MORTGAGE OF REAL ESTATE

STOCALL WHOM THESE PRESENTS MAY CONCERN

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WHEREAS,

Nancy G. Downshill

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

Childrens Co. Inc.

as provided in a promissory note executed simultaneously herewith

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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, shown as a part of tract 3 as shown on plat of the McDaniel Tract made by R.E. Dalton, Sept. 1919, recorded in Plat Book E, at page 218, and being lot 3 of a subdivision thereof made by Piedmont Engineering Service dated April 1, 1948, and being on the eastern side of Old Augusta Road, and having such courses and distances as will appear reference to said plat.

The above conveyance is subject to all rights of way, easements and protective covenants affecting same appearing upon the public records of Greenville County.

This being the identical property conveyed unto Nancy G. Downs from James Louise Bishop, by deed dated May 14, 1976 and recorded in the R.M.C. Office for Greenville County in Deed Vol. 1036 at page 328 on May 14, 1976.

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 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 heireinabove 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 Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

GREENVILLE OFFICE SUPPLY CO. INC.

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