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 GREENVILLE, S. C. 29601
 JUN 3 2 38 PM '83
 DONNIE S. TAYLOR R.H.C.

BOOK 1609 PAGE 978
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JAMES R. MANN, Attorney at Law
 STATE OF SOUTH CAROLINA
 COUNTY OF GREENVILLE
 MORTGAGE OF REAL ESTATE
 TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Hill's Enterprises, a partnership
 (hereinafter referred to as Mortgagor) is well and truly indebted unto Childrens Co., Inc, 408 S. Main St.
 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
 Twenty-two Thousand Five Hundred and No/100ths Dollars (\$ 22,500.00) due and payable
 as provided in a promissory note executed simultaneously herewith, with
 The above described property is the same conveyed to the mortgagor
 by the mortgagee herein by deed of even date herewith to be recorded.

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PAID & SATISFIED IN FULL
 6/14/84
 40814
 By Desmire B Luthi, Pres. Childrens Co. Inc.
 W. Perry Luthi
 Cheryl Hendricks
 Donnie S. Taylor

STATE OF SOUTH CAROLINA
 SOUTH CAROLINA TAX COMMISSION
 DOCUMENTARY
 STAMP
 TAX
 JUN 26 1984
 \$ 09.00

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Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and
 of all 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 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 Mortgagee forever, from and
 against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:
 (1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for
 the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also
 secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so
 long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest
 at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.
 (2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time
 to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or
 in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be
 held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay
 all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does
 hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on
 the Mortgage debt, whether due or not.

