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 purpose of paying taxes, insurance premiums, public assessments, repairs or improvements necessary to preserve the premises described herein, or for any other purpose agreed upon between the Mortgagor and the Mortgagee, but the total amount of indebtedness that may be secured hereby may not exceed the original amount stated herein, except as to sums advanced for the aforementioned purposes. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee.

2. That it will keep the improvements now existing or hereafter erected on the mortgaged property continuously insured against loss by fire and such other hazards, casualties, and contingencies as may be required by the Mortgagee and in such amounts and for such periods as may be required by the Mortgagee, and that all such insurance shall be carried by companies approved by the Mortgagee and that the 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. In event of loss, Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by Mortgagee at its option either to the reduction of the indebtedness hereunder or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to all insurance policies then in force shall pass to the purchaser or grantee.

3. That it will keep all buildings, fences and property at the mortgaged premises in good repair and will not commit or suffer any waste of the mortgaged property.

4. That it will comply with all laws, ordinances and regulations affecting the premises hereby mortgaged, the non-compliance with which might affect the security hereby given, and will pay and satisfy any deficiency which may be owing after the application of the proceeds of any fire or casualty policy upon the indebtedness secured hereby.

5. That it will not permit the creation of any lien on the mortgaged premises superior to the lien of this mortgage, and that it will pay when due all taxes, public assessments and other governmental or municipal charges, fines or impositions for which provision has not been made hereinabove. In default thereof, the Mortgagee may pay the same, whether delinquent or not, and the amount so paid shall be added to the indebtedness hereby secured and shall be immediately due and payable, and this mortgage may be foreclosed for said amount as well as for the principal sum hereby secured. The Mortgagee may, at its option, pay off any mortgage, lien or other encumbrance on the mortgaged property, and any amount so paid shall be added to the indebtedness hereby secured and shall be immediately due and payable, and this mortgage may be foreclosed for said amount as well as for the principal sum hereby secured.

6. That if the Mortgagor shall fail to make any of the payments of this mortgage on the dates when the same become due and payable, then at the option of the Mortgagee all indebtedness secured by this Mortgage shall become immediately due and payable, and this mortgage may be foreclosed. Should legal proceedings be instituted to foreclose this mortgage, the Mortgagee shall be entitled to collect all costs and charges of suit, including attorney's fees, actually incurred or paid by the Mortgagee, and the same shall be secured by this Mortgage. The Mortgagee shall be entitled to the appointment of a receiver for the mortgaged premises, and the Mortgagor does hereby consent to the appointment of a receiver.

7. That no failure by the Mortgagee to exercise any of the options herein set forth upon any default by the Mortgagor shall constitute a waiver of any such default or of any subsequent default, and that all of the terms, conditions and covenants of this mortgage shall remain in full force and effect.

8. That the rights and remedies of the Mortgagee under this mortgage are cumulative and not exclusive of any other rights and remedies which may be granted by law.

9. That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the Mortgagor's hand and seal this 21st day of December 1977

SIGNED, sealed and delivered in the presence of:

Linda W. Black
Sandra M. Bridwell

Edwell Dewey Clements (SEAL)
Pearl F. Clements (SEAL)
(SEAL)
(SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named mortgagor sign, seal and as its act and deed deliver the within written instrument and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 21st day of December 19 77

Linda W. Black (SEAL)
Notary Public for South Carolina
My Commission Expires: 3/24/87

Sandra M. Bridwell

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RENUNCIATION OF DOWER

I, the undersigned Notary Public, do hereby certify unto all whom it may concern, that the undersigned wife (wives) of the above named mortgagor(s) respectively, did this day appear before me, and each, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person whomsoever, renounce, release and forever relinquish unto the mortgagee(s) and the mortgagee's(s') heirs or successors and assigns, all her interest and estate, and all her right and claim of dower of, in and to all and singular the premises within mentioned and released.

GIVEN under my hand and seal this

21st day of December 19 77

Linda W. Black (SEAL)
Notary Public for South Carolina
My commission expires: 3/24/87

Pearl F. Clements (SEAL)

RECORDED DEC 21 1977 At 3:08 P.M.

Mortgage of Real Estate

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

EDWELL DEWEY CLEMENTS AND
PEARL F. CLEMENTS

TO

SOUTHERN BANK & TRUST COMPANY

I hereby certify that the within Mortgage has been this 21st day of December 19 77 at 3:08 P. M. recorded in Book 1419 of Mortgages, page 240 As No.

Register of Mesne Conveyance Greenville County

LONG, BLACK & GASTON
ATTORNEYS AT LAW
100 East North Street
Greenville, S.C. 29601

$5,475.00
Lot = 1 A. Also Lot S.C. Hwy
253 O'Neal TP

4328 RV.2