FIRST UNION PORTGAGE CO. S. C. STATE OF SOUTH CAROLINA) MORTGAGE OF REAL PROPERTY COUNTY OF Greenville (hereinafter referred to as Mortgagor) and FIRST THIS MORTGAGE made this ____ William Phillip Gricgs, Sr. UNION MORTGAGE CORPORATION, a North Carolina Corporation (hereinafter referred to as Mortgagee): WITNESSETH THAT, WHEREAS, Mortgagor is indebted to Mortgagee for money loaned for which Mortgager has executed and delivered to Mortgagee a Note of even date herewith in the principal sum of Thirteen Thousand Three Hundred and No/100--- (\$ 13,300.00), the final payment of which , together with interest thereon as _ 19 __92__ September 1, by the mortgagors herein named above to Stephen P. Clements and Jean A. Clements, as recorded in the RMC Office for Greenville County in Mortgage Book 1433, at page 351, recorded 5/26/78.

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining. Including but not limited to all buildings, improvements fixtures, or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and also together with any screens, window shades, storm doors and windows, screen doors, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not).

TO HAVE AND TO HOLD the same with all privileges and appurtenances thereunto belonging to Mortgagee, its successors and assigns, forever, for the purposes hereinafter set out and Mortgagor covenants with Mortgagee, its successors and assigns, that Mortgagor is seized of, and has the right to convey, the premises in fee simple that the premises are free and clear of all encumbrances except for a prior Mortgage, if any and that Mortgago CRATIO will warrant and defend title to the premises against the lawful claims of all persons wild his covery.

MORTGAGOR COVENANTS with Mortgagee, its heirs, successors and assigns as RING

1. NOTE PAYMENTS. Mortgator shall make timely payments of principal and interest on the above mentioned. Note and any Note(s) secured by lien(s) having priority over Mortgagee's within described lien in the amounts, in the manner and at the places set forth therein. This mortgage secures payment of said Mortgagee's note according to its terms, which are incorporated herein by reference.

2. TAXES. Mortgagor will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made herein before, and in default thereof the mortgagee may pay the same; and will promptly deliver the official receipts therefor to the mortgagee. If the mortgagor fails to make any payments provided for in this section or any other payments for taxes, assessments, or the like, then, the entire amount of the debt secured, or intended to be secured, shall forthwith become due, at the option of said mortgagee.

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