UNION MORTGAGE CORPORATION, a North Carolina corporation (hereinafter referred to as Mortgagee):

Mortgage by the conveyance of the premises hereinafter described:

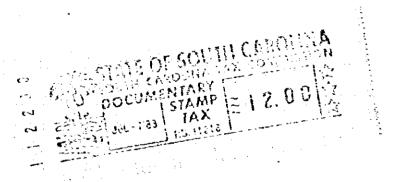
NOW, THEREFORE, in consideration of the aforesaid loan and the sum of Three Dollars (\$3.00) cash in hand paid to Mortgagor, the receipt of which is hereby acknowledged, Mortgagor hereby grants, sells, conveys, assigns and releases to Mortgagee, its successors and assigns, the following described premises located Greenvill County,

ALL that certain piece, parcel or lot of land, situate, lying and being in the aforesaid state and county, on the southern side of Fairford Circle, Chick Springs Township, being shown and designated as Lot No. 76 on plat of Colonial Hills Subdivision, Section 5, prepared by Piedmont Engineers & Architects, dated October 18, 1976, and recorded in the RMC Office for Greenville County in Plat Book QQQ at Page 21. For a more complete metes and bounds description see the aforementioned plat.

South Carolina:

DERIVATION: Deed of Cecil T. Wilhoit, Jr. and Mary Ann Wilhoit recorded April 13, 1979 in Deed Book 1100 at Page 480.

This mortgage is second and junior in lien to that mortgage originally from James P. Summers, Jr. and Frances S. Summers to Aiken Loan & Security Company in the amount of \$21,300, recorded in Mortgage Book 1102 at Page 427, dated September 6, 1968, subsequently having been assumed by Cecil T. Wilhoit, Jr. and Mary Ann Wilhoit and herewith assumed by James K. Steele and Carol S. Steele by deed executed April 10, 1979 recorded in Deed Book 1100 at Page 480 in the RMC Office for Greenville County.



Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining. Including buy 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 heater (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 Mortgagor will warrant and defend title to the premises against the lawful claims of all persons whomsoever.

MORTGAGOR COVENANTS with Mortgagee, its heirs, successors and assigns as follows:

- 1. NOTE PAYMENTS. Mortgagor shall make timely payments of principal and interest on the above-mentioned Note and all payments required by any note(s) secured by lien(s) having priority over Mortgagee's within described lien or by any prior mortgage(s) in the amounts, in the manner and at the places set forth therein. This Mortgage secures payment of said Note according to its terms, which are incorporated herein by reference.
- 2. TAXES. Mortgagor will pay all taxes, assessments, water and sewer charges, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts thereof to the Mortgagee upon demand; and in default thereof the Mortgagee may pay the same and add the amount of such payment(s) to the principal indebtedness due Mortgagee, and the same shall be repaid by Mortgagor with interest at the then prevailing note rate upon demand.