STATE OF SOUTH CAROLINA COUNTY OF

GREENVILLED MORTGAGE OF REAL ESTATE

CREENVILLED OLL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS,

KATHY MORELAND

DONNIE S. TANKERSLEY

R.M.C.

(hereinafter referred to as Mortgagor) is well and truly indebted unto RCT, INC., A SOUTH CAROLINA CORPORATION,

?! POINTE CIR.

GREENVILLE, 5.C. 29615

(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

In accordance with the terms of said note

with interest thereon from

at the rate of

per centum per annum, to be paid:

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 in the County of Greenville, State of South Carolina being known and designated as "Property of Bobbie A. Gregory and Angelia M. Gregory" on a plat prepared by Freeland & Associates dated December 12, 1979, in Plat Book 7-S at Page 94, reference to said plat is made for metes and bounds.

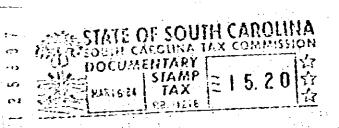
This is the same property conveyed to the Mortgagor by deed of RCT, Inc., recorded of even date.

This mortgage is subject to and subordinate to the mortgage of in the original amount of \$39,350 and recorded December 17, 1979 in Mortgage Book 1491 at Page 329.

The First Mortgage and Note are referred to as the "Senior Mortgage and Note". The Mortgagee agrees to pay the holders of the senior Mortgage and Note, the unpaid principal balance of the Senior Mortgage and Note, together with all interest thereon accruing thereunder, as and when required by the terms thereof.

If Mortgagee shall default in making any required payment of principal and/or interest under the Senior Mortgage and Note, Mortgagor shall have the right to advance the funds necessary to cure such default and all funds so advanced by Mortgagor together with interest thereon at the rate of 8% per annum shall be credited against the next installment(s) of interest and principal due under the Note.

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AND MAKES THE PROPERTY OF THE PARTY.

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 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 has provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.