MORTGACE OF REAL ESTATE

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STATE OF SOUTH CAROLINA

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MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Ken Pittman and Daria Pittman

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Ralph E. Alverson

(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-Nine Thousand and No/100-----

----- Dollars (\$ 29,000.00) due and payable

as provided for in Promissory Note executed of even date herewith.

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 Mortgagoe 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, the Mortgagee's heirs, successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Cleveland Township, being shown and designated on plat entitled "Ralph E. Alverson Property", made by Charles F. Webb, Surveyor, #1577, dated December, 1978, and recorded in the RMC Office for Greenville County in Plat Book 6-Y at Page 84 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

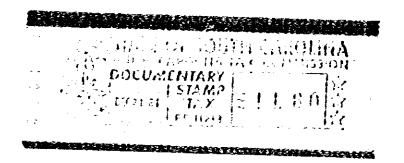
THIS is the same property as that conveyed to the Mortgagors herein by deed from Ralph E. Alverson recorded in the RMC Office for Greenville County of even date herewith.

THE mailing address of the Mortgagee herein is Route 1, Box 254, 0il Camp Road, Marietta, South Carolina 29661.

MORTGAGORS agree that there will be no assignment or major physical changes made to the property described above, including cutting of timber thereon, without the written consent of the Mortgagee.

IF all or any part of the property or an interest therein is sold or transferred by Mortgagors without Mortgagee's prior written consent, Mortgagee may, at Mortgagee's option for any reason, declare all the sums secured by this mortgage to be immediately due and payable.

THE Mortgagee expressly agrees to pay from the monthly payments of the Note secured by this Mortgage the monthly payments to Kensington Mortgage and Finance Corp. of Milwaukee, Wisconsin until paid in full.



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 is 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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William Property of