2 1011 - 275 STATE OF SOUTH CAROLINA GREENVILLE C. S. C. MORTGAGE OF REAL ESTATE COUNTY OF GREENVILLEIPR 13 3 41 PK 1850 ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, United Utilities Company, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto R&R Environmental, Inc.

(bereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date berewith, the terms of which are incorporated herein by reference, in the sum of

Twenty thousand and 00/100

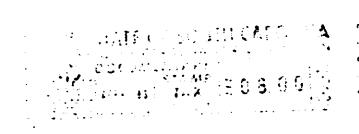
Dollars (\$ 20,000.00) due and payable

with interest thereon from date at the rate of as shown on note)

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgages 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 accounts 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 Mortgague, its successors engises bas

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the Etale of South Carolina, County of Greenville, as shown on attached Exhibit A



P. O. Box 16039, Spartanburg,

210 Together with all and singular rights, members, heritaments, and apportenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, and including all breting, 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 such 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 Mortgager, its heirs, successors and assigna, forever,

The Mortgague 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 encumbet the same, and that the premises are free and clear of all liens and encum-Frances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises to the Mortgagee forever, from and against the Mortgager and all persons whomseever lawfully claiming the same or any part thereof.