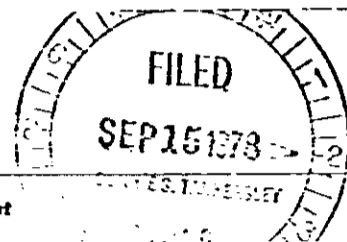


Bankers Trust



40 3330 5414

BOOK 75 PAGE 167  
VOL 1087 PAGE 903

0167

Real Property Agreement

In consideration of such loans and indebtedness as shall be made by or be incurred by Bankers Trust of South Carolina, N.A. (hereinafter referred to as Bank) to or from the undersigned jointly or severally, and until all of such loans and indebtedness have been paid in full, or until three years following the death of the last survivor of the undersigned, whichever first occurs, the undersigned jointly and severally, promise and agree:

1. To pay prior to becoming due, interest, assessments, dues and charges of every kind imposed or levied upon the real property described below, and
2. Without the prior written consent of Bank, to refrain from creating or permitting any lien or other encumbrance (other than those presently existing) to exist on, and from transferring, selling, assigning or in any manner disposing of the real property described below, or any interest therein, or any leases, rents or profits thereon under any agreement relating to said premises; and
3. The property referred to by this agreement is described as follows: Beginning at an iron pin on the southerly side of Carl Court, said pin being the joint corner of Lots Nos. 2 & 3 and running thence with the common line of said lots S. 22-10 E. 93.3 feet to an iron pin at the joint rear corner of Lots Nos. 2 & 3; thence N. 67-50 E. 128.9 feet to an iron pin the joint rear corner of Lots Nos. 3 & 4; thence with the common line of said lots N. 56-27 W. 129.3 feet to an iron pin on the southerly side of Carl Court; thence with the southerly side of (over)
4. That if default be made in the performance of any of the terms hereof, or if default be made in any payment of principal or interest on any notes hereof or hereafter signed by the undersigned, the undersigned agrees and does hereby assign the rents and profits arising or to arise from said premises to the bank and agrees that any judge or court of record may, at the bank's or otherwise, appoint a receiver of the described premises, with full authority to take possession thereof and collect the rents and profits and hold the same subject to the further order of said court, but agrees further that the bank shall have no obligation to perform or discharge any obligation, duty or liability of the undersigned in connection with the said assignment of rents and profits.
5. That if default be made in the payment of loans and indebtedness hereunder or the performance of any of the terms hereof, Bank, at its election, may declare the entire remaining unpaid principal and interest of any obligation or indebtedness then remaining unpaid to Bank to be due and payable forthwith.
6. That Bank may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as Bank, in its discretion may elect.
7. Upon payment of all indebtedness of the undersigned to Bank this agreement shall be and become void and of no effect, and until then it shall apply to and bind the undersigned, their heirs, assigns, devisees, administrators, executors, successors and assigns, and inure to the benefit of Bank and its successors and assigns. The affidavit of any officer or department manager of Bank showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this agreement and any person may, and is hereby authorized to rely thereon.

Witness Sharon Simpson

Witness David White Harold D. Rains

Dated at Greenville Date 9-5-78

State of South Carolina

Greenville

Personally appeared before me Sharon G. Simpson who after being duly sworn, says that he saw the above named Harold D. Rains sign, seal and as their act and deed deliver the David White witnesses the execution thereof

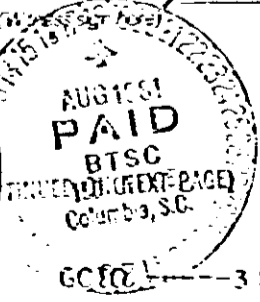
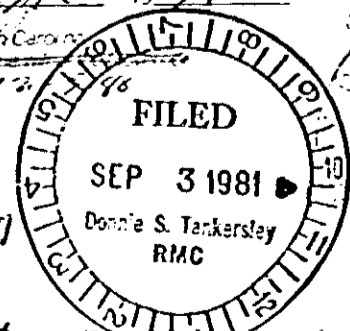
Subscribed and sworn to before me David White witnesses the execution thereof

this 5th day of Sept 19 78

Notary Public, State of South Carolina  
My Commission Expires 12/31/78

Cancelled  
Donnie S. Tankersley  
RMC

1.75CI  
SEP 3 1981  
CD 065 1174



5965

Collected in 1981

Kathy B. Mathy, Cashier  
Deloris C. Porterfield  
Witness: Patricia J. Smith

3 SEP 3 1981

4328 RV-2