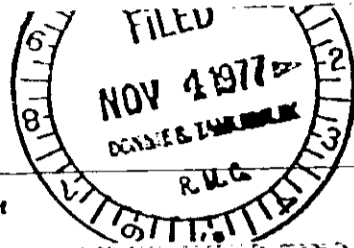


Bankers Trust



BOOK 75 PAGE 1738  
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Real Property Agreement

Indorsement of such loans and indebtedness as shall be made by or become due to Bankers Trust of South Carolina, N.A. (hereinafter referred to as Bank) to or from the undersigned jointly or severally, and until a full payment of such loans and indebtedness have been paid in full, for one (1) year following the date of the last such loan of the undersigned, and hereafter the undersigned jointly and severally, promise and agree:

- 1. To pay, prior to becoming delinquent, all taxes, 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 funds held under escrow agreement relating to said premises; and

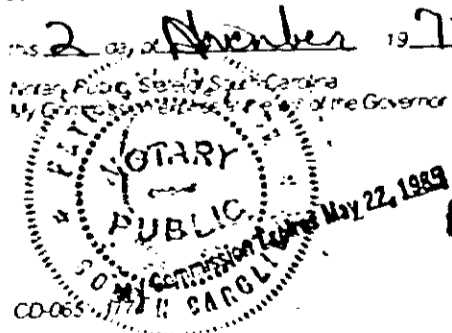
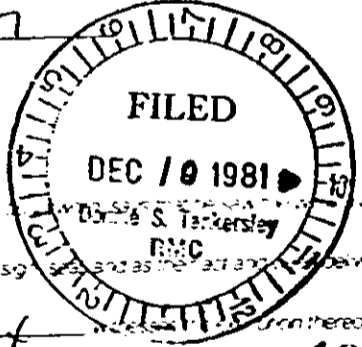
3. The property referred to by this agreement is described as follows: All that piece, parcel or lot located in the County of Greenville, state of S.C. in the Gantt Township on the northern side of North Wingate Road, street address as 114 N. Wingate Rd., and designated as Lot 57 on plat entitled "Pecan Terrace", recorded in the RMC Office for Greenville S.C. in Plat Book EE at page 108. Beginning at an iron pin on the north side of N. Wingate Rd. at the joint corner lots 56 & 57, running along the said joint lines N. 8-45 W. 222.3 ft. to an iron pin at a branch, thence along the branch as a line being S. 89-33 W., 110.8 ft. to an iron pin, thence along joint lines of lot 57 & 58 S. 15-45 E. 242.8 ft. to an iron pin, thence along the north side of N. Wingate Rd., N. 79-30 E. 80 ft.

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 note hereunder, the undersigned agrees and consents hereby assign the rents and profits arising or to arise from said premises to the bank and agrees that any judge or jurisdiction may, at chambers 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 out of or liability of the undersigned in connection with the said assignment of rents and profits.

- 4. 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.
- 5. 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 deem best.
- 6. Upon payment of all indebtedness of the undersigned to Bank this agreement shall be and become void, null and of no effect, and until then it shall apply to and bind the undersigned, their heirs, legatees, devisees, administrators, executors, successors and assigns, and inure to the benefit of Bank and its successors and assigns. The amount of any principal or interest on 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.

WITNESSES: Shila H. Mullins - Billy R. Dacus  
Connie S. Dredge - Doris K. Dacus  
Dated at Greenville, S.C. Date Nov 2 1977

State of South Carolina  
County of Greenville  
Personally appeared before me Connie S. Dredge and Billy R. Dacus and Doris K. Dacus  
(Borrowers) Shila H. Mullins  
with which instrument of writing and last described with Patricia Pace  
Subscribed and sworn to before me Patricia Pace 13737



RECORDED NOV 4 1977 AT 2:00 P.M.  
GCTO ----- 3 DE 10 81 016

Witness: Kelly Bradford, Custodian  
Carol Jordan  
Deloris H. Hittfield  
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