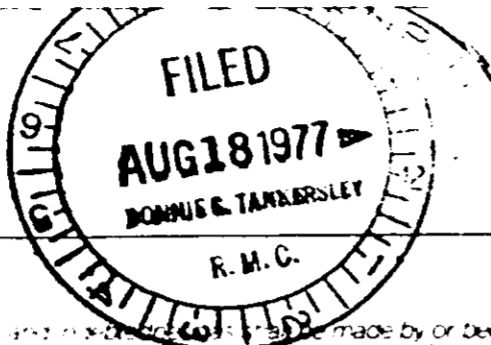


**Bankers
Trust**



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Real Property Agreement

In consideration of such loans and indebtedness 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 all of such loans and indebtedness have been paid in full, or until twenty-one years following the death of the last survivor of the undersigned, whichever first occurs, the undersigned jointly and severally promise and agree:

1. That they promise to pay, or cause to be paid, 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 thereunder, except in accordance with the terms of any agreement relating to said premises; and

3. The property referred to in this agreement is described as follows: **All that piece, parcel or lot of land situate, lying and being on the eastern side of Chipley Lane near the city of Greenville, in the county of Greenville, State of South Carolina and known and designated as lot #81 of a subdivision known as Chestnut Hills, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book GG at page 35, said lot having such meted and bounds as shown thereon. This is the identical property conveyed to the Grantor herein by deed recorded in Book 781 at page 96. This conveyance is made subject to any restrictions or easements that may appear of record on the record plat**

That if default be made in the performance of any of the terms hereof, or if default be made in any way hereof or in payment of any indebtedness hereof, 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 or any other authority 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, duty or liability of the undersigned in connection with the said assignment of rents and profits or on the premises.

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 fit.

6. 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, legatees, 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: Cecil B. Sumner Robert M. Jones
Deborah McCroskey Rosemary M. Jones
Dated at Greenville, S.C. Date August 17, 1977

State of South Carolina
County of Greenville
Personally appeared before me Cecil B. Sumner who after being duly sworn, says that he saw the within named Robert M. Jones and Rosemary M. Jones sign, seal and as their act and deed deliver the within written instrument of writing, and that deponent with Deborah McCroskey witnesses the execution thereof.

Subscribed and sworn to before me R. Wayne Powell
this 17th day of August 19 77 (Witness sign here) Cecil B. Sumner
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

MY COM. ISSUED FEB. NOV. 14, 1973

RECORDED AUG 18 1977 At 11:30 A.M.

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