

FILED
 DEC 12 1980
 Donjo S. Tankersley
 Notary Public
 State of South Carolina

REAL PROPERTY AGREEMENT

BOOK 1138 PAGE 888

In consideration of monies loans and indebtedness as shall be made by or become due to THE BANK OF GREER, GREER, S. C. (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 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 tract of land with all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina at the intersection of Tanyard Road and State Park Road (S.C. Highway 22), containing 1.32 acres according to a plat of the property of Haygood Estate made by Clifford C. Jones, Engineer, May 7, 1970, and having, according to said plat, the following metes and bounds, to-wit: BEGINNING at an iron pin in the center of S.C. Highway 22 and running thence along center of said Highway S. 58-29 E. 73.7 feet to a county road (Tanyard Road); running thence along the center of said road S. 23-44 W. 150.8 feet to an iron pin; thence continuing with said road (cont)

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, or 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 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.

4. That if default be made in the performance of any of the terms hereof, or if any of said rental or other sums be not paid to Bank when due, 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 the 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.

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, legattes, 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 containing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness Ruth L. Lowe (L.S.)

Michael Boiter (L.S.)

Witness Louie Don Stokes (L.S.)

Dated at: Bank of Greer, Taylors, S.C.
Dec. 10, 1980
 Date

State of South Carolina

County of Greenville Ruth Towe

Personally appeared before me Ruth Towe who, after being duly sworn, says that he saw (Witness)

the within named Michael Boiter (Borrowers) sign, seal, and as their

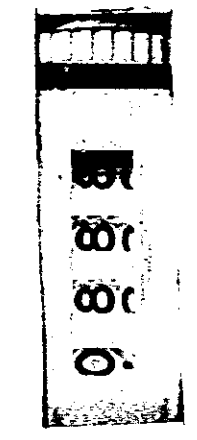
act and deed deliver the within written instrument of writing, and that deponent with Louie Don Stokes (Witness)

witness the execution thereof.

Subscribed and sworn to before me this 10 day of December, 1980

Ruth L. Lowe
 (Witness sign here)

Louie Don Stokes
 Notary Public, State of South Carolina
 My Commission expires May 22, 1989
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