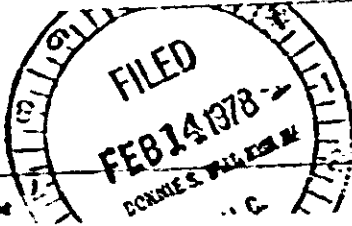


Bankers Trust



40-3326-7000 BOOK 79 1331 VOL 1073 PAGE 650

Real Property Agreement

In consideration 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 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. To pay, prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied up in 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 to refrain from transferring, selling, conveying or in any manner disposing of the real property described below or any interest therein or any rents or profits therefrom or any agreement relating to said premises, and
3. The undersigned hereby by this agreement shall convey, sell, assign and improve thereon, situate on the Northeast side of W. Wilburn Avenue and on the Northwest side of Hill street near the City of Greenville in Greenville County, S. C., being shown as lot 52 and a portion of Lot 51 on Plat of West View Heights recorded in the REC Office for Greenville County in Flat Book G, Page 33, and having, according to said plat and a survey made by H. C. Clarkson, Jr., on July 10, 1959.

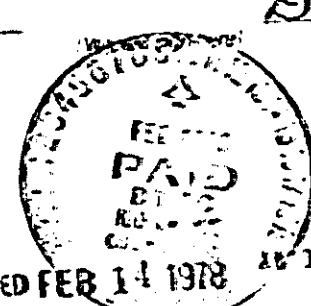
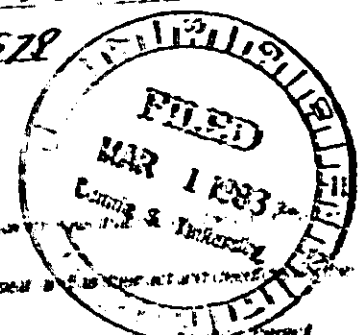
That if default be made in the performance of any of the terms hereof or if default be made in any payment of principal or interest on any notes hereof or hereafter signed by the undersigned, the undersigned agrees and does hereby assign the rents and profits arising or to arise from said premises to the Bank and agrees that any judge or arbitrator may, at the Bank's or its receiver's request, 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.

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.

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.

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, legal representatives, administrators, executors, successors and assigns, and inure to the benefit of Bank and its successors and assigns. The absence of any other or subsequent mortgage of Bank showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effect and continuing force of this agreement and any portion hereof and is hereby authorized to pay thereon.

Witness: Deborah L. Durland, William A. Van Horn
Joyce V. Montgomery, Edith F. Van Horn
 Date: February 9, 1978
 State of South Carolina
 County of Greenville
 I, Deborah L. Durland, Notary Public for the State of South Carolina, do hereby certify that the foregoing is a true and correct copy of the original instrument of writing and that the same was subscribed and sworn to before me on the 9th day of February, 1978, at Greenville, South Carolina.
 My Commission expires on the 1st day of February, 1978.
 Notary Public, State of South Carolina
 My Commission expires on the 1st day of February, 1978.



21537
Sally Bedford Costello
Donna B. ...
Klaus C. ...

RECORDED FEB 14 1978

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