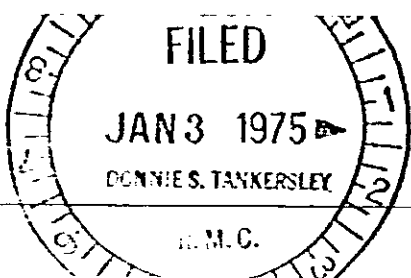


Bankers Trust

LOADING FEE

1.25

Real Property Agreement



40-3300-0796

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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 all of such loans and indebtedness have been paid in full or until one year 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 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, or any agreement relating to said premises, and

3. The property described by this agreement's description as follows: **Beginning at a point on the Northeast side of Asbury St. at a corner of lot, now or former owned by R.G. Simpson and running thence in a Northeasterly direction with line of old Simpson lot 187 Feet, more or less, to rear corner, thence Northwest 63 feet to corner, thence parallel with line first mentioned 187 feet, more or less, to a point on said Asbury St.; thence Southeast with said Asbury St. 63 ft. to the beginning corner, and being the same lot conveyed to W.H. Smith by deed of E.L. Hughes. And being the same lot conveyed to the Carolina Loan and Trust Co. by E. Inman, Master, deed recorded in Vol. 183 page 52 RMC office for Greenville County.**

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 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, duty 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 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, 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, effect, verity and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness Arthur Williams, Helen S. Lake

Witness K. H. McClain

Dated at GREENVILLE Date DEC 30, 74

State of South Carolina

County of Greenville

Personally appeared before me Arthur Williams who, after being duly sworn, says that he saw the within named

Helen S. Lake sign, seal and as their act and deed deliver to

witness K. H. McClain who attests the execution thereof.

Subscribed and sworn to before me Robert E. Howard (Witness)

this 30 day of December 19 74 Arthur Williams (Witness sign here)

Notary Public State of South Carolina
My Commission Expires at the will of the Governor

CD 005 1174

RECORDED JAN 3 '75 15984
At 1:15 P.M.

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