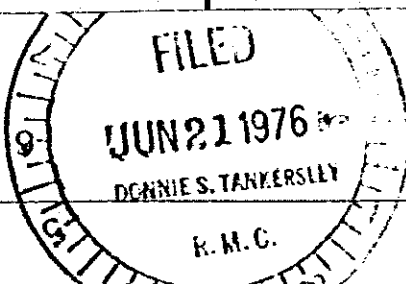


Bankers Trust

No. 3316-3369

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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 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 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 lot of land in the county of Greenville, state of South Carolina, known and designated as Lot No. 16 on plat of property of O. V. Hunt Estate recorded in plat book XX page 15 of the RMC Office for Greenville County, S. C., said lot having a frontage of 119 feet on the north side of Avery Street, a depth of 123.67 feet on the west side, a depth of 128.4 feet on the east side, and a rear width of 119.1 feet. This is the same lot conveyed to grantor by W. Avery Hunt, individually and as trustee, by deed recored May 28, 1962 in deed volume 699 page 108 of the RMC Office of Greenville County and is conveyed

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 by hereafter signed by the undersigned, the undersigned hereby assigns and conveys to said property recorded in deed volume 699 page 108 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 rentals 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, effectiveness and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness Joe C. Brown x x James E. Cooley

Witness Judith R. Wardrop x Earline S. Cooley

Dated at Bankers Trust of S.C. Date June 18, 1976

State of South Carolina
County of Greenville

Personally appeared before me Joe C. Brown who, after being duly sworn, says that he saw the within named

James E. and Earline S. Cooley sign, seal, and as their act and deed deliver the

(Borrowers) with a written instrument of writing, and that deponent with Judith R. Wardrop witnesses the execution thereof

Subscribed and sworn to before me Nancy S. Drakley

this 18 day of June, 1976 (Witness sign here) Joe C. Brown

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

My Commission Expires December 21, 1983