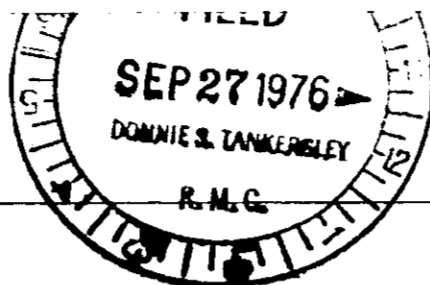


**Bankers Trust**



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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 a full such loans and indebtedness have been paid in full or until twenty (20) 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, promptly becoming due, 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, leasing, assigning or in any manner disposing of, the real property described below, or any interest therein, or any leases, rents or funds thereon, under any agreement relating to said premises, and

3. The property referred to by this agreement is described as follows: **Beginning at an iron pin on the northwestern side of Scarlett Dr. joint front corner of Lots 231 & 232, and running thence with the common line of said lots N 76-44 W 175 ft. to an iron pin; thence N 13-16 E 75 ft. to an iron pin, joint rear corner of Lots 232 & 233; thence with the common line of said lots S 76-44 E 175 ft. to an iron pin on the northwestern side of Scarlett Dr.; thence with the northwestern side of said Drive S 13-16 W 75 ft. to an iron pin, the point of beginning.**

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 to 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.

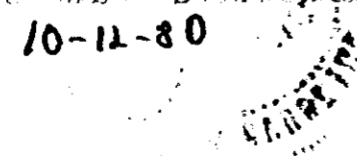
5. That Bank may and is hereby authorized and permitted to cause this instrument to be recorded at any time and in such places as Bank in its discretion may elect.

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 shall apply to and bind the undersigned, their heirs, assigns, devisees, administrators, executors, successors and assigns, and more 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: Francis Cantrell same as Francis Mahon  
 Witness: Ada S Terry Fred A Mahon  
 Dated at 9-17-76 Date 9-17-76

State of South Carolina  
GREENVILLE  
 Personally appeared before me ADA TERRY who after being duly sworn says that he is a witness with and married  
FRANCES MAHON + FRED A. MAHON sign seal and as they are not over 21 and have delivered their  
 Bankers  
 with a written instrument in writing and that dependent with Pam TERRAPIN witness thereon at all thereof  
 Witness

Subscribed and sworn to before me at Mandlin  
 this 17 day of SEPT. 19 76 Ada S Terry  
 Notary Public, State of South Carolina  
 My Commission Expires at the will of the Governor



CD 065 174 Recorded Sept 27, 1976 at 11:30 A/M 8389

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