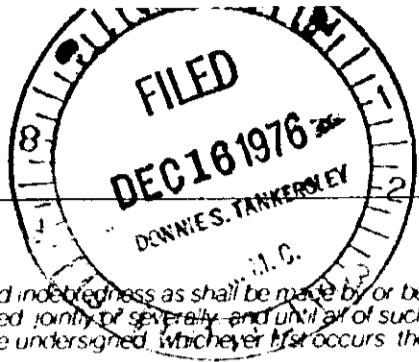


**Bankers
Trust**



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

All that lot of land in Chick Springs Township, Greenville County, State of South Carolina, on the south side of Lee Rd, being known and designated as Lot No. 1 of Cardinal Park, property of Oscar L. Ayers as shown by plat made by R. K. Campbell, April 25, 1949, and recorded in the Greenville County RMC Office in plat book W, at page 27, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the intersection of Lee Rd. and Cardinal Drive and running thence with Lee Rd. N. 73-25 E. 70 feet to an iron pin at the corner of Lot 2; thence with the line of Lot 2, S. 18-25 E. 201 feet to an iron pin in the line of Lot 42; thence with the line of Lot 42, S. 68-00W 42.65 feet to an iron pin on the northeast side of Cardinal Drive; thence with the northeast side of Cardinal Drive N. 25-58 W. 207.5 feet to the beginning corner.

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 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.

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Witness K.H. McClain John James Sexton

Witness Bonnie Marten Valerie J. Sexton

Dated at GREENVILLE Date 11-22-76

State of South Carolina

County of GREENVILLE

Personally appeared before me K.H. McClain who after being duly sworn, says that he saw the within named

JOHN JAMES SEXTON & VALERIE J. SEXTON sign, seal, and as their act and deed deliver the

within written instrument of writing, and that deponent with Bonnie M. Marten witnesses the execution thereof

Subscribed and sworn to before me William Williams

this 22 day of Nov 19 76 (Witness sign here) K.H. McClain

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

Recorded December 16, 1976 at 1:00 P/M

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