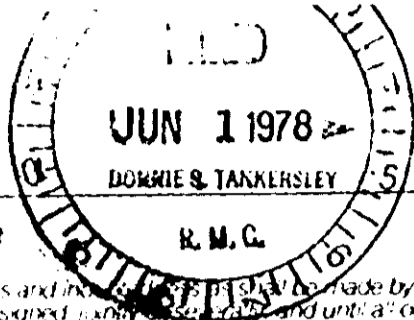


**Bankers Trust**



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**Real Property Agreement**

In consideration of such loans and indebtedness made by or become due to Bankers Trust of South Carolina, N.A. (hereinafter referred to as "Bank") to or from the undersigned, jointly and severally, and until all of such loans and indebtedness have been paid in full, or until twenty years after 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 on the real property described below, and interest thereon;
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 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 certain piece, parcel or lot of land with the buildings and improvements thereon, lying and being at the westerly corner of the intersection of Sunnysdale Drive and Belvue Road. This is the identical property conveyed to the grantor herein by deed of Bill D. Pittman, recorded in the RMC Office for Greenville County, S.C., in Deed Book 699, page 507, on June 6, 1962. This title of Real Estate filed the 13th day of February A.D., 1978 and recorded in Vol. 1073 Page 550 by RMC Office for Greenville, S.C.**

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 all then to be apply to and bind the undersigned, their heirs, executors, devisees, administrators, executors, successors and assigns, and none to the benefit of Bank and its successors and assigns. The obligation of any officer or department manager of Bank signing any part of said indebtedness to remain unpaid shall be and the entire obligation of the undersigned, its effectiveness and continuing force of this agreement and any person may, and is hereby authorized to rely thereon.

Witness: Deborah K. Petersen      Bobby F. Turner  
Deborah H. May      Bertha L. Turner  
Date: 5/23/78      Date: 5-23-78

State of South Carolina  
County of Greenville  
I, Deborah K. Petersen      witness  
Bobby F. Turner and Bertha L. Turner      sign and enter into and execute  
with written instrument of writing and that deposited with Deborah H. May      witness  
I, Notary Public

the 23rd day of May 1978      Deborah K. Petersen  
Notary Public, State of South Carolina      (Witness sign here)  
My Commission expires 10-5-80  
Bobby J. Lister

RECORDED JUN 1 1978 at 4:30 P.M.      36133

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