Bankers Trust

JUN 30 1978

vol 1082 pg 346

Real Property Agreement

[illegible] Bankers Trust of South Carolina N.A. hereinafter referred to as Bank [illegible] the undersigned, jointly or severally, and [illegible] such loans and indebtedness have been [illegible] the loans following [illegible] the undersigned and [illegible] the undersigned jointly and severally promise and agree

1. [illegible] assessments, dues and charges of every kind now levied or assessed upon the real property described below and

2. [illegible] Bank [illegible] creating or permitting any lien or other encumbrance other than those presently existing to exist [illegible] assigning or in any manner disposing of the real property described below or any interest therein or any leases, rents or [illegible] agreement affecting said premises and

3. The property hereinabove referred to in this agreement is described as follows

Beginning at an iron pin on the N.E. side of Fairlane Rd. at the joint front corner of Lots 129 & 130 and runs thence along the line of Lot 129 N. 44-20 to an iron pin; thence N 45-40 W 100 feet to an iron pin; thence with the line of Lot 131 S 44-20 200 feet to an iron pin on the N.E. side of Fairlane Rd. thence along Fairlane Rd. S-45-100 feet to the beginning corner.

4. 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 [illegible] 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 of a court of [illegible], 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 [illegible] or discharge any obligation or liability of the undersigned in connection with the said assignment of rentals and profits.

5. That if default be made in the payment of rents 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 thereon, together with indebtedness then remaining unpaid to Bank to be due and payable forthwith.

6. That Bank may, and is hereby authorized and empowered to release from this mortgage be reconveyed at such time and in such places as Bank in its discretion may elect.

7. Upon payment of all indebtedness of the undersigned to Bank this agreement shall be and become null and of no effect and such lien shall apply to and the undersigned hereby agrees for itself, its 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 [illegible] and conclusive evidence and [illegible] this agreement and any person may and is hereby authorized to rely thereon.

Witness: Lena DeLippelli — Linda Franklin

Witness: [illegible] — Shirley F. Trombini

Date at: Mauldin, S.C. — Date: 6-9-78

State of South Carolina

County of: GREENVILLE

Personally appeared before me: Witness Ada S. Terry who after being duly sworn says that he saw the within named Grino L. Trombini & Shirley F. Trombini sign, seal and as their act and deed deliver the within written instrument of writing and that deponent with Donna Fillippelli witnesses the execution thereof.

Subscribed and sworn to before me at Mauldin, S.C. this 9 day of June 1978

(Witness sign here)

Notary Public State of South Carolina
My Commission expires at the will of the Governor
Craig Robinson
10-12-80

39-1-11

CD 065 1-74

RECORDED JUN 30 1978 at 12:00 P.M.

4328 RV.2