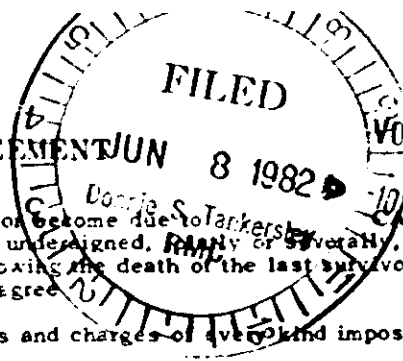


Eddie E. Bridges and Martha J. Bridges  
108 Mark Drive  
Greenville, SC 29611

REAL PROPERTY AGREEMENT



VOL 1168 PAGE 282

In consideration of such loans and indebtedness as shall be made by or become due to CAROLINA NATIONAL BANK (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 certain piece, parcel, or lot of land, with all improvements thereon, situate, lying, and being in the State of South Carolina, County of Greenville near the City of Greenville, on the Northwestern side of Mark Drive and known and designated as lot Number 29, Section B, Riley Estate, plat of which is recorded in the RMC Office for Greenville County, in Plat Book PPP, at Page 23, and according to said plat, has the following metes and bounds, to wit:

BEGINNING at an iron pin on the northwestern side of Mark Drive at the joint front corner of Lots Nos. 28 and 29, Section B, and running thence with the  
Continued on reverse side

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 of 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.

4. That if default be made in the performance of any of the terms hereof, or if any of said rental or other sums be not paid to Bank when due, 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.

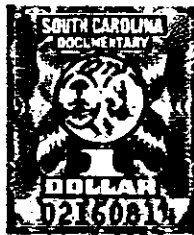
Witness Ellie P. Cook & Eddie E. Bridges (L. S.)  
Witness Doris B. Landrum & Martha J. Bridges (L. S.)

Dated at: Piedmont, SC

5/21/82  
Date

State of South Carolina

County of Greenville



Personally appeared before me Ellie P. Cook who, after being duly sworn, says that he saw the within named Eddie E. and Martha J. Bridges sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Doris B. Landrum witnesses the execution thereof.  
(Borrowers) (Witness)

Subscribed and sworn to before me

this 21 day of May 19 82

Michael H. Bridges  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor 8/3/86

Ellie P. Cook  
(Witness sign here)

(CONTINUED ON NEXT PAGE)

50-111 Carolina National Bank, P.O. Box 1006, Pow. CPO, Piedmont, SC 29673

RECORDED JUN 8 1982 1209

50-111-020

4328 RV-20