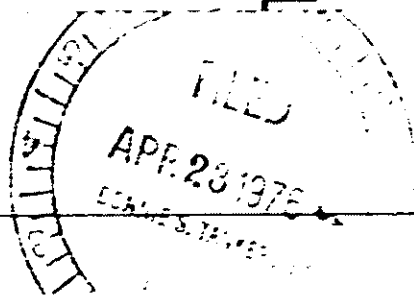


Bankers Trust

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Real Property Agreement

In consideration of such loans and indebtedness as shall be made by or due to Bankers Trust of South Carolina, Inc. (hereinafter referred to as "Bank") from the undersigned jointly or severally, and until all of such loans and indebtedness have been paid in full, the undersigned hereby agree that the undersigned shall pay to the Bank the following:

- 1. That the undersigned shall pay to the Bank all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described herein.
- 2. Without the prior written consent of Bank to refrain from creating or permitting any lien or other encumbrance other than those already existing thereon and from transferring, selling, assigning or in any manner disposing of the real property described herein or any part thereof, or any interest therein, or any right or claim thereon, or any agreement relating to said premises, and
- 3. That the undersigned, hereunto to this agreement is described as follows:

All that lot of land in the County of Greenville, State of South Carolina, in Chestnut Hills Subdivision, on Bear Grass Drive, known and designated on the maps of the Greenville County Auditor as Lot. No. 246, Block 2, Seet 102. The street address of said property is 218 Bear Grass Drive, now known as Bear Drive.

That in full to be made in the performance of any of the terms hereof or in 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 court of said county 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 in 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.

Witness: Susan Duvall .. Sandra T. Massey

Witness: John David White

Dated at Greenville Date 4-21-76

State of South Carolina

County of Greenville

Persons, appeared before me Susan Duvall who after being duly sworn says that he saw the within instrument

Sandra T. Massey (Borrowers) sign, seal and as their act and deed deliver the

with written instrument of writing and that deponent with John David White (Witness) witnesses the execution thereof.

Subscribed and sworn to before me John David White

this 21st day of April 19 76 (Witness sign here) Susan Duvall

Notary Public, State of South Carolina
My Commission expires 12-9-80

RECORDED APR 23 '76 At 10:30 A.M.

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