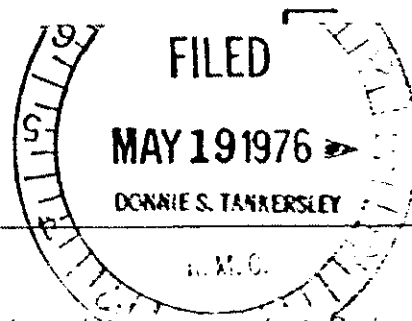


Bankers Trust

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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
3. The property referred to by this agreement is described as follows: **All that piece, parcel or Lot of land, situate, lying, and being in the county of Greenville, State of S.C., on the western side of Lancelot Dr., being known and designated as Lot #47, as shown on plat entitled CAMELOT, Sheet 1, dated 11-5-68, prepared by Piedmont Engineers & Architects, and recorded in the R.M.C. Office for Greenville County S.C. in Plat Book "WWW" at pgs. 47 and 46, and having according to said plat, the following metes and bounds, to wit:**
BEGINNING at an iron pin on the western side of Lancelot Dr. at the joint front corner of Lots # 46 & 47 and running thence with the common line of said lots, N 85-33 W 200 ft. to an iron pin at the corner of lots no. 45 & 46 in the line of Lot #47; thence running N 40-03 E 135.0 ft. to an iron pin; at the joint rear corner of rear Lots #47 & 48; thence running with the common line of said lots, S 74-37 E 204.4 ft. to an iron pin on the western side of Lancelot Dr. at the joint front
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 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 Pan Terrapin Leland C. Perry
 Witness Ada S. Terry Karen A. Perry
 Dated at Mauldin Date 4-28-76

State of South Carolina
 County of GREENVILLE
 Personally appeared before me Ada S. Terry who, after being duly sworn, says that he saw the within named
LELAND C. PERRY + KAREN A. PERRY sign, seal, and as their act and deed deliver the
 Borrowers
 with written instrument of writing, and that deponent with PAN TERRAPIN witnesses the execution thereof
 (Witness)
 Subscribed and sworn to before me at MAULDIN, S.C.
 this 28 day of April 1976 (Witness sign here) Ada S. Terry
 Notary Public, State of South Carolina,
 My Commission Expires at the _____ of the Governor
Craig Robinson

3. The property referred to by this agreement is described as follows:
corner of Lots N's. 47 and 48; thence running with the western side of Lancelot Drive, S 8-48 E 84 feet to the point of beginning.

CD 065 174
 RECORDED MAY 19 '76 At 11:00 A.M. 29830

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