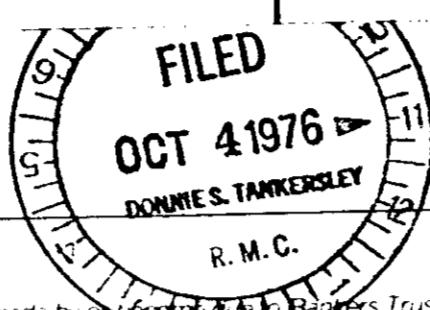


**Bankers
Trust**

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Real Property Agreement

In consideration of such loans and indebtedness as shall be made by or to the undersigned 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, taxes, assessments, dues and charges of every kind imposed or levied upon the real property described below, and 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 in the County of Greenville, State of S.C. being known and designated as Lot No 88 on a plat of Pine Brook Forest Subdivision according to a plat prepared by Charles Dunn, Surveyor, said plat being recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book 4 x at pages 48 and 49.

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 thereafter 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 rentals 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 office and in such places as Bank, in its discretion, may direct.

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, administrators, executors, successors and assigns, and to the benefit of Bank and its successors and assigns. The undesignated attorney, officer or department manager of Bank showing any part of said indebtedness to remain unpaid shall be and constitute sufficient evidence of the validity, effectiveness and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness

Pam Tempin

Witness

Ada S. Lewis

Dated at _____

Layle Langley
Deborah C. Langley

Date _____

State of South Carolina

County of GREENVILLE

Personally appeared before me _____ Ada Tenny

who, after being duly sworn, says that he saw the above named

Borrowers, Layle C. Langley & Deborah Langley sign, seal and affix their hands thereto and delivered the

within written instrument of writing, and that deponent with Pam Tempin

witnesses the execution thereof

Subscribed and sworn to before me at Mauldin, S.C.

the 1 day of Oct 19 76

(Witness sign here) X Ada S. Lewis

Notary Public, State of South Carolina
My Commission Expires at the will of the Governor

10-12-78

OD 065-1-74

RECORDED OCT 4 '76 At 11:00 A.M.

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