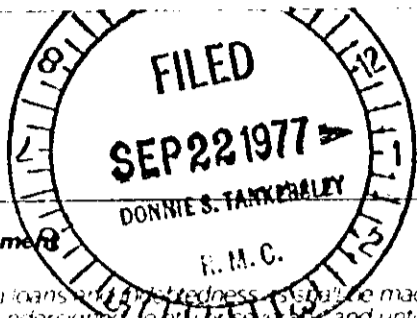


Bankers Trust



VCL 1065 PAGE 324

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 certain piece, parcel or lot of land, situate, lying and being in Greenville County, State of S.C., near the Town of Simpsonville, south of the Log Shoals Rd. and having according to a survey and plat of the property of Wilton H. Pridmore by J. C. Hill, dated August 22, 1958 and revised March 14, 1960, the following metes and bounds, to-wit: BEGINNING at an iron pin located at the joint corner of property of the grantor and grantee herein and running thence S. 0-45 E. 219.4 ft. to an iron pin on the northern line of property now or formerly of Stone; thence with the property now or formerly of Stone, N. 76-45 E. 142.1 ft. to an iron pin at the joint corner of the grantor and grantee herein and property now or formerly of Stone;**

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.

thence N. 37-05 W. 232.5 ft. to an iron pin, the point of beginning. Containing 35 acres, more or less, and being triangular in shape.

Witness Betty G. Chandler _____, Gatha W. Huff _____
 Witness S. W. Hiott, Jr. _____, (Gatha Y. Williams) _____
 Formerly
 Dated at Simpsonville, S. C. Date September 8, 1977

State of South Carolina

County of Greenville

Personally appeared before me Betty G. Chandler after being duly sworn, says that he saw the within named

Gatha W. Huff (Gatha Y. Williams) sign, seal, and as their act and deed deliver the

within written instrument of writing and that deponent with S. W. Hiott, Jr. witnesses the execution thereof

Subscribed and sworn to before me at Simpsonville, South Carolina

this 8th day of Sept. 19 77 (Witness sign here) Betty G. Chandler

Notary Public, State of South Carolina
 My Commission expires ~~XXXXXXXXXXXX~~
December 11, 1979
S. W. Hiott, Jr.

RECORDED SEP 22 1977 At 12:45 P.M.

9285

CD 06-174

4328 RV-2

--- see below item 6 ---

0324