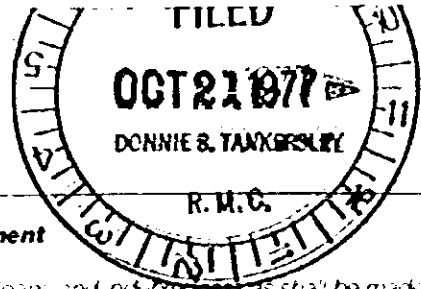


**Bankers
Trust**



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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: Parcel of land in Highland twp. Greenville Cty, State of S.C., on the north side of Berry's Mill and containing one & 81/100 acres. BEGINNING at center of Bridge over Beaverdam Creek 1 mile east of Berry's Mill & running with center of road as property line S.73-00 E. 93.5 ft to intersection of a city rd south; thence N.81-43 E.100 ft to point in center of road; thence N. 71-20 E. 100 ft to point in road; thence N.60-16 E. 200 ft to point in rd; thence with new line N. 25-47 W. 200 ft to iron pin; thence S62-45 W.358 ft to iron pin on bank of Beaverdam Creek; thence to beginning corner traverse line as follows S.6-10 W.120 ft to stake; thence S. 67-00 W. 45 ft to center of Bridge, the beginning corner.

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 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.

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Witness: Paul D. Lynn x Fleming Lynn
Beverley G. Patterson x Jean S. Lynn
 Dated at Greer, S. C. Date Oct 10, 1977

State of South Carolina

County of GREENVILLE

Originally appeared before me Edith S. Lynn who after being duly sworn says that he saw the within named

Fleming Lynn and Jean S. Lynn sign, seal, and as their act and deed deliver the (Borrowers)

within written instrument of writing and that deponent with Beverley G. Patterson witnesses the execution thereof (Witness)

Subscribed and sworn to before me Robert E. Woodward

this 10 day of October 19 77
My Commission Expires November 27, 1984 (Witness sign here)
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

Recorded October 21, 1977 at 10:45 A/M

12487