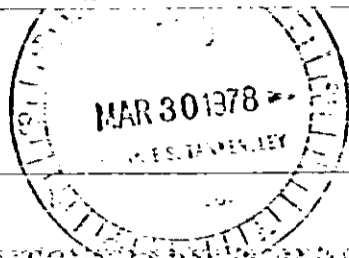


Bankers
Trust



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Real Property Agreement

In consideration of the loans and advances made by the Bank to the undersigned or to the person due to Bankers Trust of South Carolina, N.A. hereinafter referred to as Bank, the undersigned hereby assigns to the Bank all the rents and profits arising or to arise from said premises to the Bank for the term of one year following the date of the maturity of the undersigned or whenever first occurs, the undersigned jointly and severally, or in any and every way.

- 1 To pay, prior to maturity of the loan, all taxes, assessments, dues and charges of every kind in respect of 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 the present mortgage) 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 profits thereon, under this agreement relating to said premises; and
- 3 The property referred to by this agreement is described as follows:

Lot number 6 on Plat of Section 2, SUNSET HEIGHTS SUBDIVISION, made by Dalton & Neves, Engineers, April 1960 and shown on Plat entitled "Property of C. Richard Jordan" made by R. W. Dalton, June 1961, recorded Feb. 20, 1960 in Deed Volume 645, page 8 of the RMC Office Greenville County, South Carolina.

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 court 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 due or owing by 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 feel.

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: Brian H. McClellan, C. Richard Jordan

Witness: Mary F. Thompson

Dated: Greenville SC Date: March 22, 1978

State of South Carolina

County of: Greenville

Personally appeared before me: Brian H. McClellan who after being duly sworn, depose that he is the father of C. Richard Jordan

(Witness) Mary F. Thompson

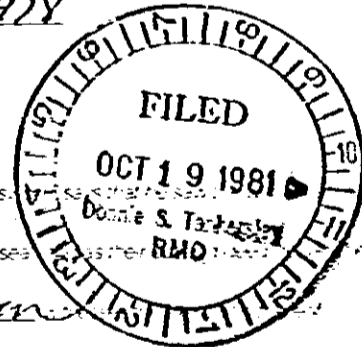
Subscribed and sworn to before me: Edward P. Winkler, Jr. this 22nd day of March 1978

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

Notary Public, South Carolina State of Large My Commission Expires Aug. 22, 1982

At 2:00 P.M. 1978

RECORDED MAR 30 1978 At 2:00 P.M. 1978



9789 (Sealed in Full) Bankers Trust of South Carolina, N.A. by: Kathy M. Bodiford, Clerk of Court, Witness: Karale Jordan, Witness: [Signature]

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