

Bankers Trust

DONNIE S. TANKER
R.M.C.
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Real Property Agreement

AM 7, 8, 9, 10, 11, 12, 1, 2, 3, 4, 5, 6

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 two (2) 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 above or any other of their or any co-owners, tenants or tenants held under lease agreement relating to said premises; and Beginning at an iron pin on the eastern side of Gardenia Drive at the joint front corner of Lots 61 and 62 and running thence with Lot 62, E 56-12 E 150 feet to an iron pin at the joint rear corner of Lots 61 and 62; thence S 33-46 E 150 feet to an iron pin at the joint rear corner of Lots 60 and 61; thence with Lot 60, S 61-26 E 175.6 feet to an iron pin on the eastern side of Gardenia Drive; thence with said drive, E 27-04 E 75.5 feet to the point of beginning.

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 from and arising from said premises to the Bank and agrees that any lease or assignment may at the option of the Bank, in the event of the default hereof, with full authority to take possession thereof and collect the rents and profits and hold the same subject to the further order of said Bank, 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 remain in full force and effect. The undersigned, their heirs, devisees, administrators, executors, successors and assigns, and heirs, shall be bound to the benefit of Bank and its successors and assigns. The amount of any notice or demand made by 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 Barbara J. Chamberlain

Walter M. Tallent

Delroy M. Singer

Charles W. Tallent

Date at Greenville, S. C.

One 5-30-79

State of South Carolina

County of Greenville

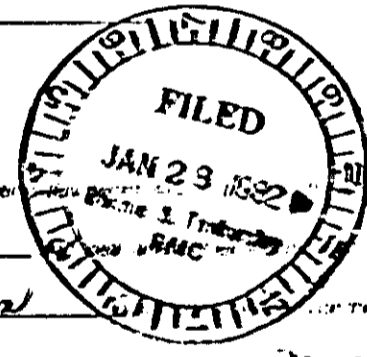
Legally appeared before me Barbara J. Chamberlain (Witness)

Loris E. Tallent and Charles W. Tallent (Borrowers)

Subscribed and sworn to before me Delroy M. Singer (Witness)

Subscribed and sworn to before me Kenneth H. McClain (Notary)

and Barbara J. Chamberlain (Witness sign here)



RECORDED JUN 5 1979 at 1:00 P.M. 35993
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