

Bankers Trust

DONNIE S. TANKERSLEY
R.M.C.
FILED
FEB 1 1979

40 3332 5245 BOOK 79 1595
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Real Property Agreement

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

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 ten (10) 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 herein; and
2. Without the prior written consent of Bank, to refrain from creating or permitting any lien or other encumbrance (other than if one 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 taxes, 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, together with all buildings and improvements thereon, situate, lying and being on the southeastern side of Ashmore Bridge Road, in Greenville County, South Carolina, being shown on a plat of the property of John J. Cox made by C. O. Riddle, Surveyor, dated January 7, 1958, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book PP, page 23.

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 in full of 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, assigns, executors, administrators, executors, successors and assigns, and inure to the benefit of Bank and its successors and assigns. The payment of any portion of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this agreement and any portion may and is hereby authorized to rely thereon.

Witness: Rebecca A. Grant _____, Wanda Harvey _____

Witness: Barbara Luch _____, Wanda Harvey _____

City of Greenville _____ Date 1/25/79

State of South Carolina _____

County of Greenville _____

Personally appeared before me Rebecca A. Grant and after being duly sworn, she has acknowledged to me that she is the undersigned in the foregoing instrument of writing and that she executed and signed the same.

Subscribed and sworn to before me Michael F. and Wanda Harvey _____
(Notaries)

Witness: Barbara Luch _____

Subscribed and sworn to before me Edward Ray Underhill _____

Witness: Rebecca A. Grant _____

Witness: Barbara Luch _____

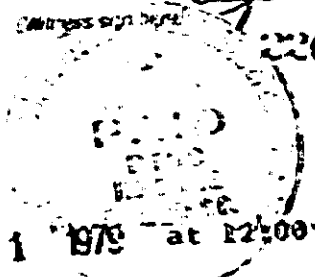
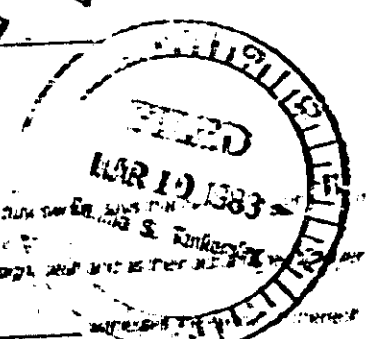
Notary Public, State of South Carolina
My Commission Expires at the _____ of the Governor

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

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

RECORDED FEB 1 1979 at 12:00 P.M.

CO-065 1-74



Wanda Harvey
Barbara Luch
Rebecca A. Grant