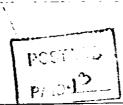
Bankers Trust



JUL 28 1976 DOMNIES TANKERS IN

WOL 1040 PAGE 364

10

M,

0-

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. (herenatier referred to as Bank.) to or from the undersigned jointly or severally, and unit 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 unitersigned, 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 properly referred to by this agreement is described as follows their heirs and assigns, forever;
  ALL that certain lot or parcel of land situated, lying and being in Greenville
  Township, County of Greenville, State of South Carolina, near the City of
  Greenville, being known and designated as Lot No. 90, and a portion of Lots
  Nos. 89 & 91 of the subdivision known as Augusta Circle, as shown on a plat
  recorded in Plat Book F at page 23, and having, according to said plat, the
  following metes and bounds:

  see reverse--

If all I 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 hereaster 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 rentals 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 efection, 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 hers "egatees" 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.

| Wires the A. Werderson of John P. acker  |
|--|
| wines Dlaria Sucrees y Oliva S. Ucter  |
| Dated at Bullers Just of J.C. Date July 22,76  |
| State of South Carolina  |
| COUNTY OF CHURCHY, 5.C.  |
| Personally appeared before me (Witness) who after being duty sword is as that the saw the writin transmit  |
| John P. Acker and Debra J. Heker syn seal and as the ract and developed the  |
| (Borrowers)  within written instrument of writing, and that deponent with   Output  Ou |
| Subscribed and sworn to before me  |
| this n day of July 19 70 Co Soloria Suttles  |
| Notary Public, State of South Carolina My Commission express at the will of the Governor   |
|  |

CD 065 1/74