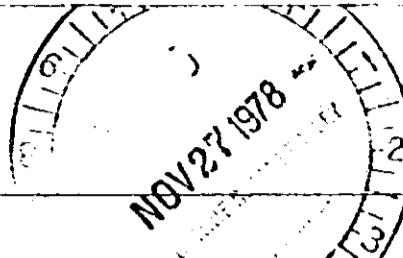


**Bankers
Trust**



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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 from 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 Lot No. 27 of Section II of Colonial Hills Subdivision
3. The property referred to by this agreement is described as follows: Greenville County, State of S.C. Beginning at an iron pin on the southern side of Embry Street at the joint front corners of Lots Nos. 26 and 27 and running thence with the line of Lot No. 26 S. 5-55 E. 150 feet to an old iron pin; thence S. 73-16 W. 100 feet to an old iron pin in the joint rear corner of Lots Nos. 27 and 26; thence with the line of Lot No. 26 N. 3-11 W. 168.9 feet to an iron pin on the southern side of Embry Street; thence with the line of Embry Street N. 84-05 E. 90 feet to the beginning corner.

That no suit 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 otherwise 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 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 direct.

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 shewing 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 Chamberlain

✓ Carelyn N. Buckner

Witness Barbara Stiller

✓ Gerry W. Buckner

Address GREENVILLE, SC

Date 11-20-78

Street Scan Date 11-20-78

County GREENVILLE

Spouse, administrator or Barbara Chamberlain who after being duly sworn says that he swears to the truth of the above
(Witness)

as Carelyn N. Buckner and Gerry W. Buckner sign seal and affix the seal and deliver the
(Buckners)

written instrument of writing and that deponent with Barbara Stiller (Witness)
witnesses the execution thereof.

Subscribed and sworn to before me Kenneth H. McClain

11-20-78 Nov. 1978

Barbara Chamberlain

(Witness sign here)

N. C. Public State of South Carolina
by Clerk of Court Express Office of the Governor
12-31-80

CD 005 1-74

RECORDED NOV 27 1978 at 12:30 PM.

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