

REAL PROPERTY AGREEMENT

1031 14474
NM 70 144263

In consideration of such lease and indebtedness as shall be made by or become due to THE BANK OF GREENVILLE, S. C. (hereinafter referred to as "Bank") to or from the undersigned, jointly or severally, and until all of such lease and indebtedness have been paid in full, or until twenty-one years following the death of the last survivor of the undersigned, without first notice, 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 by lease, sale or funds held under power agreement relating to said property; and

3. The property referred to in this agreement is described as follows: All that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, in Chick Springs Township, on the northern side of a road connecting the Old Tanyard Road and Sandy Flat Road and described as follows: BEGINNING at a concrete monument on the northern side of said road connecting the Old Tanyard Road and Sandy Flat Road and running thence N. 14 E. 190 feet 10 inches to a concrete monument on the northeastern corner of the road; thence N. 55-15 W. 171 feet 4 inches to concrete monument; thence S. 33-15 W. 273 feet 8 inches to a concrete monument on the southern side of road; thence with said road S. 77-15 E. 250 feet 6 inches to the beginning corner, containing 1.12 acres, more or less. (over)

4. That if default be made in the performance of any of the terms herein, or if default occurs in any payment of principal or interest, or any other sum due to Bank and agreed to by the undersigned, the undersigned agrees and does hereby, in the name and behalf of each and all of them, to make payment to the Bank and agrees that any judge or jurisdiction may, at discretion or otherwise, issue a writ of attachment against any of the above described premises, with full authority to take possession thereof and collect the rents and profits and hold the same until the amount due to the Bank is paid, and to sell the same at public auction.

5. That if default be made in the performance of any of the terms herein, or if default occurs in any payment of principal or interest, or any other sum due to Bank, then the undersigned agrees that any sum so due shall be paid to Bank, either due, Bank, or its direction, may deduct the entire remaining unpaid principal and interest, and any other sum due to Bank, and the remainder agreed to shall be due and payable to itself.

6. That the Bank may and is hereby authorized and directed to sue for and recover, in any court of law, at law or in equity, such sum and in such places as Bank, in its discretion, may elect.

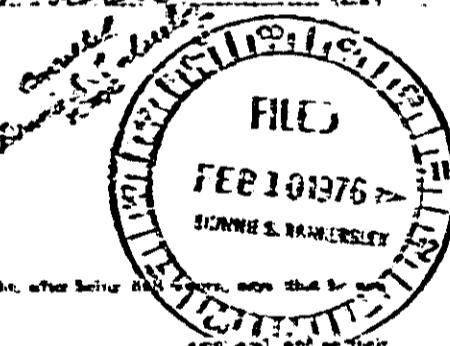
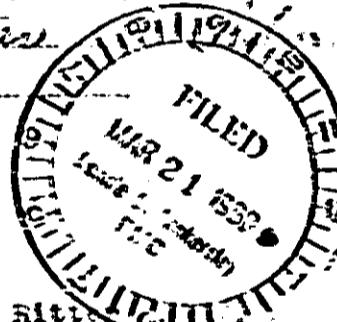
7. That payment of all indebtedness of the undersigned accrued by reason of this agreement, shall be deemed to have been made and of no effect, and until such time that it shall again be paid the undersigned, their heirs, executors, administrators, successors, assigns, and heirs to the benefit of Bank and the sum or sums so paid, the undersigned, their heirs, executors, administrators, successors, assigns, and heirs, shall be entitled to receive any part of said indebtedness to which they might be entitled, constituting conclusive evidence of the validity, effectiveness and continuing force of this agreement and no person may and is hereby authorized to deny or controvert.

MAR 2 1980

<p><i>Judith A. Ritter</i></p> <p>Witness Name: Judith A. Ritter Title: Bank of Greenville Date: Feb. 6, 1976</p>	<p><i>Lowell Pirkle</i></p> <p>Witness Name: Lowell Pirkle and Helen L. Pirkle Title: (Business) Date: (Business)</p>
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State of South Carolina
County of Greenville
Personally appeared before me _____ the undersigned, who, after being duly sworn, on the day of _____
the within named Lowell Pirkle and Helen L. Pirkle
(Business)
and did then and there the within written instrument of writing, and that deposition was then and there made, and that the same was then and there signed by the parties thereto,
witness the execution thereof.

Signed and sworn to before me
6th day of Feb. 1976
Judith A. Ritter
Notary Public, State of South Carolina
My Commission Expires
60-211 Date 24, 1979



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