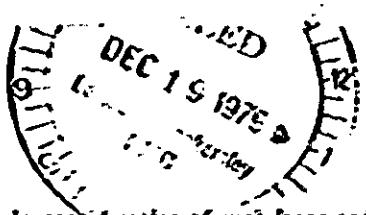


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REAL PROPERTY AGREEMENT

In consideration of such loans and indebtedness as shall be made by or become due to the FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of Greenville, S. C. (hereinafter referred to as "The Association") to or from the undersigned,

Larry E. McCauley & Jewell E. McCauley

Jointly or severally, and until 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 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 The Association, 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; and

3. Hereby assign, transfer and set over to The Association, its successors and assigns, all monies now due and hereafter becoming due to the undersigned, as rental, or otherwise, and however for or account of the certain real property situated in the County of Greenville, State of South Carolina, described as follows:

All that certain piece, parcel or lot of land lying and being on the northwesterly side of Bethel Road and being designated as Lot No. 5 of Section No. 1, S. I Panchettes as recorded in the RIC Office for Greenville County, S. C. in Plat Book J.J., page 31.

SEP 11 1980

FED SIGNED & CANCELLED
First Federal Savings and Loan Association

of Greenville, S. C.

Received
Larry E. McCauley
7555

George G. Miller
President

Sept 11 1980

Witness: Dickey C. Jackson
Date: Sept 11 1980

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of Greenville, S. C.

and hereby irrevocably authorize and direct all lessors, escrow holders and others to pay to The Association, all rent and all other monies whatever and whenever becoming due to the undersigned, or any of them, and however for or on account of said real property, and hereby irrevocably appoint The Association, as attorney in fact, with full power and authority, in the name of the undersigned, or in its own name, to endorse and negotiate checks, drafts and other instruments received in payment of, and to receive, receive for and to enforce payment, by suit or otherwise, of all said rents and sums; but agrees that The Association shall have no

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