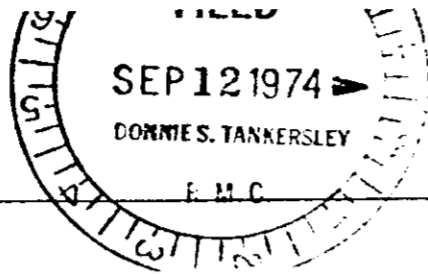


**Bankers
Trust**



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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 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 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 property referred to by this agreement is described as follows:
All that certain piece, parcel or lot of land situate, lying and being in the City of Greenville, County of Greenville, State of S.C. on the western side of Biltmore Drive (formerly known as Brooks Drive) and being known and designated as Lot 21 and 29 of the property of the Estate of Mrs. S. K. Tindall and a portion of the property now or formerly belonging to Langdin Cheves, as shown on plat recorded in the R.M.C. Office of Greenville County in Plat Book H, page 235, and having according to a more recent survey prepared by Carolina Engineering and Surveying Co. and recorded in the R.M.C. Office of Greenville
- 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 court 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 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 showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effect, and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness: Mary C. Jordan Michael H. Bailey
 Witness: Betty S. Brooke Marie L. Bailey
 Executed at Greenville Date 9-10-74

State of South Carolina
Greenville
 Personally appeared before me Mary C. Jordan who after being duly sworn, deposed that she is the wife of Michael H. Bailey and Betty S. Brooke who after being duly sworn, deposed that she is the wife of Michael H. Bailey and Betty S. Brooke and that they are the owners of the above described premises and that they executed the within written instrument of writing and that dependent with Frank J. Baker and Betty S. Brooke as witnesses.
 Subscribed and sworn to before me Ray T. Roland
 this 10 day of Sept 19 74 Mary C. Jordan
 (Witness sign here)

Notary Public, State of South Carolina
 My Commission Expires at the will of the Governor
3-13-82

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