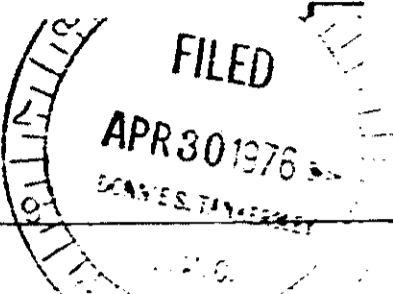


Bankers Trust

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Real Property Agreement

In consideration of sum of money and indebtedness as shall be made by or become due to Bankers Trust of South Carolina, a corporation organized under the laws of the State of South Carolina, and its successors, assigns and agents, and until all of such loans and indebtedness have been paid in full, the undersigned hereby agree to the terms of the last survival of the undersigned, and hereafter, the undersigned, jointly and severally, promise and agree:

- 1. That they will pay to the bank all taxes, assessments, dues and charges of every kind and kindred or paid or to be paid on the real property described herein, 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 on said property, and from transferring, leasing, assigning or in any manner disposing of the real property described herein, or any interest therein, or any leases, rents or profits thereon, under any agreement relating to said premises, and
- 3. That the property referred to by this agreement is described as follows:

Remodel Kitchen & Den

That in default of the performance of any of the terms hereof, or in default of 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, complete, duty or liability of the undersigned in connection with the said assignment of rents and profits.

4. That in default of 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 pure 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, force and continuing force of this agreement, and any person may, and is hereby authorized to rely thereon.

Witness J. C. Brown Jerry R. Alexander
 Witness Kathy Phillips Marrie S. Alexander
 Dated at Bankers Trust of S.C. Date 2-2-76

State of South Carolina
 County Spartanburg
 Before me, a Notary Public, Kathy Phillips who after being duly sworn, says that he said the within named Jerry R. and Marrie S. Alexander sign said and as their act and deed do verily believe.
 With written instrument of writing, and that opponent with Joe C. Brown witnesses the execution thereof.
 Subscribed and sworn to before me Marrie S. Alexander
 this 2 day of Feb 1976 (Witness sign here) Kathy Phillips
 Notary Public, State of South Carolina
 My Commission expires at the will of the Governor

RECORDED APR 30 '76 At 1:00 P.M. 28071

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