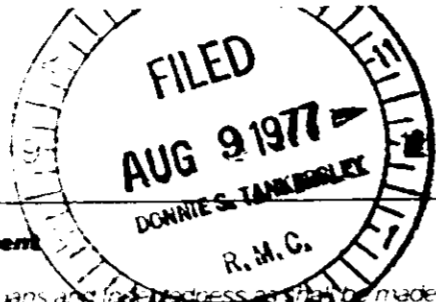


**Bankers
Trust**



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Real Property Agreement

In consideration of such loans and indebtedness as may be made by or become due to Bankers Trust of South Carolina, N.A. (hereinafter referred to as "Bank") to or from the undersigned, 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 to pay 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 lot of land located in the State of South Carolina, County of Greenville, about seven miles north of Greer, on the southwest side of Gap Creek Road, containing 5.42 acres, more or less, and shown on a plat by Clarence "Broadway, Jr., Surveyor, dated December 17, 1972, said tract being the property of the E. B. Caldwell Estate.

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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 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.

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.

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.

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, effectiveness and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness K. H. McClain
Witness Pamela S. Brittain
Witness L. D. Ponce & Faye H. Ponce
Witness Arthur Williams

Dated at Greenville, S. C. Date Aug. 8, 1977

State of South Carolina

County of Greenville

Personally appeared before me K. H. McClain who, after being duly sworn, says that he saw the within and

(Witness) L. D. Ponce & Faye H. Ponce sign, seal and as their act and deed deliver the

(Borrowers) Pamela S. Brittain witnesses the execution thereof

within written instrument of writing, and that deponent with Pamela S. Brittain witnesses the execution thereof

(Witness) Arthur Williams

Subscribed and sworn to before me K. H. McClain

this 8th day of August 19 77 (Witness sign here)

Notary Public, State of South Carolina
My Commission expires at the will of the Governor

RECORDED AUG 9 1977 At 11:30 A.M. 1289

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