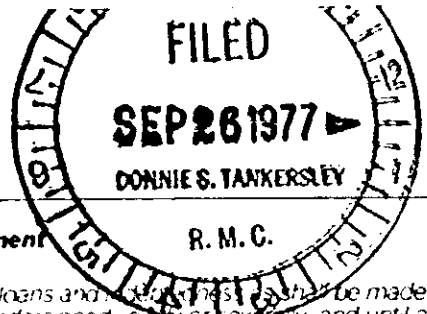


**Bankers Trust**



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**Real Property Agreement**

In consideration of such loans and advances 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 piece, parcel or lot of land in the County of Greenville, State of South Carolina, situate, lying and being on the southwestern side of Paddock Lane and being known and designated as Lot No. 59 of Devenger Place Subdivision, Section 1, plat of which is recorded in the RMC Office for Greenville County in Plat Book 4-X at Page 79 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description. This conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances,

0. easements and rights-of-way appearing on the property and/or of record.
1. 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 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, veness and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

WITNESSES

Witness: Jane Little, Ann B. Finley

Witness: Bettie D. Brooks, Thomas A. Finley, Jr.

Dated at Greenville SC Date 9-23-77

State of South Carolina

County of Greenville

Personally appeared before me Jane Little who, after being duly sworn, says that he saw the within named

Ann B. Finley & Thomas A. Finley, Jr. sign, seal and as their act and deed delivered the

(Borrowers) within written instrument of writing, and that deponent with Bettie D. Brooks witnesses the execution thereof

Subscribed and sworn to before me Jay J. Melard

this 23 day of Sept 19 77 (Witness sign here) Jane Little

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

CD 065 1 74

RECORDED SEP 26 1977 At 12:30 P.M.

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