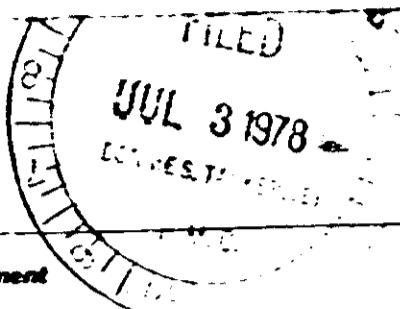


**Bankers
Trust**



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Real Property Agreement

1. Consideration of such rents and indebtedness as shall be made by or become due to Bankers Trust of South Carolina, N.A. (hereinafter referred to as "Bank") or from the undersigned party, and until all of such rents and indebtedness have been paid in full, or until one year from the date of the execution of this agreement, whichever first occurs, the undersigned party, and severally, promise and agree:
1. That, on and after the date hereof, to pay assessments, dues and charges of every kind imposed or levied upon the said 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 or, and from thereafter being, assigning or in any manner disposing of the real property, described below, or any interest therein, or to lease, rents or sub-rents under such agreement relating to said premises; and
 3. That the property referred to in this agreement is described as follows: All That certain piece, parcel or lot of land in Gantt Township, Greenville County, South Carolina, being shown and designated as lot No. 210 on a plat of August Acres, Property of Marsmen, Inc., recorded int the R. M. C. Office for Greenville County, South Carolina, in Plat Book S, Page 201, and having, according to said plat.

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 hereinabove named, 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.

4. That if default be made in the payment of rents 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 deem.

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 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.

Deborah L. Durhan Charles H. Wardlaw
Jean M. Ashley Martha J. Wardlaw
Witness: Jean M. Ashley Dated: Greenville, South Carolina Date: June 20, 1978

State of South Carolina

Court: Greenville

Person, appeared before me Deborah L. Durhan who after being duly sworn says that he saw the instrument executed
Witness: Charles H. Wardlaw and Martha J. Wardlaw

Subscribed and sworn to before me William T. Turner Deborah L. Durhan
this 20 day of June 19 78 (Witness sign here)

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

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CD 065 1/74

RECORDED JUL 3 1978 at 2:00 P.M.

4328 RV.21