Bankers Trust

AUG 30 [illegible]

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Real Property Agreement

In consideration of such loans and extensions as may be made by or hereafter made by Bankers Trust of South Carolina, N.A. hereinafter referred to as Bank to or from the undersigned, or either, and until all of such loans and indebtedness have been paid in full or for twenty years, whichever is the shorter period of time, and thereafter so long as the undersigned jointly and severally promise and agree

1. To pay, prior to delinquency, all taxes, assessments, dues and charges of every nature now or hereafter levied on the real property, described below, and

2. Without the prior written consent of Bank to refrain from creating or permitting any lien or encumbrance (other than those presently existing) to exist on said property, to refrain from 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 in this agreement is described as follows

See attached .

4. That if default be made in the performance of any of the terms of this agreement or of any of the terms of any note or other instrument evidencing any of the said loans or indebtedness, or if default be made in the performance of any of the terms of any mortgage, deed of trust or other instrument securing any of the said loans or indebtedness, or if any of the undersigned or any guarantor of any of the said loans or indebtedness shall die or become insolvent or make an assignment for the benefit of creditors or file a petition in bankruptcy or be adjudicated a bankrupt or have a receiver appointed for any of his property, or if any proceeding be instituted by or against any of the undersigned or any guarantor of any of the said loans or indebtedness for the dissolution or liquidation of any of them, then the undersigned hereby authorize and empower Bank or its attorney at any time thereafter, without notice, to enter upon said premises and take possession thereof, and collect the rents, issues and profits thereof, and apply the same, after paying all charges and expenses incurred in connection therewith, upon the indebtedness hereby secured, but Bank shall not be accountable for more than it actually receives from the rents, issues and profits of said premises, nor shall Bank be required to take possession of said premises or to collect said rents, issues and profits, and the undersigned hereby waive any and all claims for damages or for any other claims they may have against Bank by reason of any of the aforesaid acts or omissions. The undersigned hereby agree that the Bank shall have no obligation to perform any of the obligations of the undersigned under any lease of said premises, but agrees that the Bank shall have the right to perform any of said obligations, or not, at its option, and that any such performance shall not subject the Bank to any liability whatsoever to the undersigned or to any other person. The undersigned hereby ratify and confirm any and all acts which the Bank may do in connection with the said assignment of rents and profits

5. That if default be made in the payment of any of the said loans or indebtedness hereby secured, or in the performance of any of the terms hereof, or of the terms of any note or other instrument evidencing any of the said loans or indebtedness, or of any mortgage, deed of trust or other instrument securing any of the said loans or indebtedness, or if default be made in the performance of any of the terms of this agreement, Bank at its election may declare the entire remaining unpaid principal balance of the said loans or indebtedness hereby secured, and all interest accrued thereon, and all other charges accrued thereon, immediately due and payable to Bank, and Bank may proceed to collect the same with reasonable attorney's fees and costs.

6. That Bank may, at any time, at its option, release any part of the property described herein from the lien of this agreement without affecting the lien hereof upon the remainder of said property for the full amount of all unpaid indebtedness secured hereby, and may agree with any party or parties liable for the payment of any of said indebtedness, or with any party having an interest in said property, to extend the time for payment of said indebtedness or any part thereof, or to increase the rate of interest thereon, or to release any party or parties liable for the payment of said indebtedness, or any part thereof, or any person having an interest in said property, from personal liability for said indebtedness, without notice to any other party liable for the payment of said indebtedness, or any part thereof, or any person having an interest in said property, and without in any manner affecting the personal liability of any and all persons liable for the payment of said indebtedness, or any part thereof, or any person having an interest in said property, for any deficiency that may remain after the sale of said property, whether the rights hereunder be exercised before, after or during the pendency of foreclosure proceedings.

7. That Bank may, at any time, at its option, extend the time for payment of any of the said loans or indebtedness hereby secured, or increase the rate of interest thereon, or release any party or parties liable for the payment of said indebtedness, or any part thereof, or any person having an interest in said property, from personal liability for said indebtedness, without notice to any other party liable for the payment of said indebtedness, or any part thereof, or any person having an interest in said property, and without in any manner affecting the personal liability of any and all persons liable for the payment of said indebtedness, or any part thereof, or any person having an interest in said property, for any deficiency that may remain after the sale of said property, whether the rights hereunder be exercised before, after or during the pendency of foreclosure proceedings.

8. That this agreement shall inure to the benefit of Bank and its successors and assigns. The failure at any time of Bank to require strict performance by the undersigned of any provisions of this agreement shall not affect the right of Bank thereafter to enforce the same, nor shall any waiver of any breach of any provision of this agreement be held to be a waiver of any succeeding breach of any such provision, or as a waiver of any provision itself, unless such waiver be in writing signed by Bank, and directed specifically to such breach or provision.

9. That the undersigned will, upon demand, execute and deliver to Bank such financing statements as Bank may require to perfect the security interest of Bank in the property described herein, and will pay the cost of filing such financing statements in all public offices where filing is deemed by Bank to be necessary or desirable.

10. That all rights and remedies of Bank under this agreement or any of the said loans or indebtedness hereby secured shall be cumulative, and may be exercised singly or concurrently.

11. That this agreement shall be binding upon the undersigned, and each of them, and upon their heirs, executors, administrators, successors and assigns, jointly and severally.

12. That this agreement shall take effect as a sealed instrument and shall be governed by the laws of the State of South Carolina.

13. Upon payment of all indebtedness secured hereby and performance of all covenants and undertakings of the undersigned, this agreement shall cease and terminate, but all after-acquired property shall be and remain subject to the lien hereof.

14. That the undersigned hereby waive and renounce all homestead and exemption rights provided by the Constitution and laws of the United States and of this or any other State, as against any debt hereby secured.

15. That the undersigned hereby waive trial by jury in any action, proceeding or counterclaim brought by any of the parties hereto against the other on any matter whatsoever arising out of or in any way connected with this agreement, the note or other instrument evidencing any of the said loans or indebtedness hereby secured, any of the other loan documents, the relationship of Bank and the undersigned, and/or the undersigned's use or occupancy of the premises described herein.

Witness: Wilma D White — Sallye C Smith

Witness: Vivian S Simpson

Witness: Wilma D White — Date: 8-25-78

Witness: Wilma D White

Witness: Vivian S Simpson

Sallye C Smith
Borrower

Witness: David White

Witness: Wilma D White

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Witness: Vivian S Simpson

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