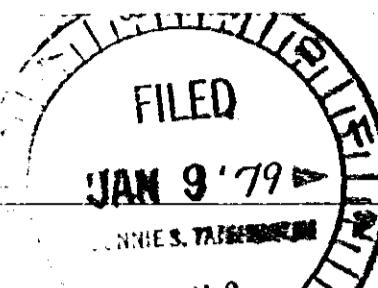


**Bankers
Trust**



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Real Property Agreement

JUNNIE S. THOMAS

In consideration of such loans and indebtedness, as &c, to 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 and severally, and in view of such loans and indebtedness have been paid in full, or until January, 1984, the years following the death of the last survivor of the undersigned, unless otherwise provided, the undersigned, 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 lot of land in the State of South Carolina, County of Greenville, Gantt Township, near the city of Greenville, being shown as Lot Number 33 and a portion of Lots 34, 35, and 36 of the property of Eliza T. Looper as shown on plat thereof prepared by R.C. Dalton, R.L.S., recorded in Plat Book H at Page 159 and more recently shown on plat of property recorded in Plat Book AA at Page 107 in the RMC Office for Greenville County.

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.

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 in full of the 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 attestation of any officer or department manager of Bank showing any part of said indebtedness to remain unpaid shall be and constitute clear and unequivocal proof of the validity, effectiveness and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness: Rebecca A. Grant
Brian J. McClellan
Place: Greenville SC

John R. Gilstrap
Sandra Gilstrap
Date: 1/2/79

Street S. with C. on it

City: Greenville

State: South Carolina Who after being duly sworn, says that the above instrument is her true and voluntary execution.

John R. and Sandra Gilstrap sign see and as their joint and several signature
(Witnesses)

Written instrument of writing, and that deposited with Brian J. McClellan witness to the execution thereof.

Subscribed and sworn to before me Edward Ray Wimberly, Jr.

the 2nd day of January, 1979

(Witness signature)

Notary Public, State of South Carolina
My Commission expires Aug 23, 1979

Notary Public, State of South Carolina
My Commission Expires Aug 23, 1979

Rebecca A. Grant

RECORDED JAN 9 1979 at 11:30 A.M.

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