Bankers Trust

FILED JUL 10 1978 DORRIE S. TANKERSLEY R.M.C.

BOOK 81 PAGE 409 Vo-3504-9407

VOL 1082 PAGE 840

Real Property Agreement

In consideration of such loans and indebtedness 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 certain piece, parcel or lot of land being known and designated as Lot No. 113, Section III, of Subdivision known as Poinsettia, said Subdivision being situated within the corporate limits of the Town of Simpsonville, plat of said Subdivision being recorded in the RMC Office for Greenville County in Plat Book PPP at page 141.

A more particular description of said numbered lot may be had by reference to said plat. This conveyance is made subject to the restrictive and protective covenants affecting Section III of Subdivision known as Poinsettia, said restrictive and protective covenants)Continued below)

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

being recorded in RMC Office for Greenville County in Deed Volume 856 at page 541.

Witness Ann W. Hughes x Alma S. Reynolds

Witness S.W. Hiott Jr. x William A. Reynolds

Dated at Simpsonville, S. C. Date June 28, 1978

State of South Carolina

County of Greenville

Cancelled Dorrie S. Tankersley RMC

AUG 3 1983

FILED AUG 3 1983 Dorrie S. Tankersley

Personally appeared before me Ann W. Hughes (Witness) who, after being duly sworn, says that he saw the within named Alma S. Reynolds and William A. Reynolds (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with S.W. Hiott Jr. (Witness) witnesses the execution thereof.

Subscribed and sworn to before me at Simpsonville, S. C.

this 28th day of June, 19 78 (Witness signature) Ann W. Hughes

Notary Public State of South Carolina

S.W. Hiott Jr.

My Commission expires December 11, 1985

JUL 1983 PAID BTSC LD OFFICE Columbia, S.C.

Satisfied in Full 4019

Bankers Trust of South Carolina

By

Witness

Witness Dilora C. Porterfield

Date July 18, 1983

RECORDED JUL 10 1978 at 2:00 P.M. 141

CD-065 1/74