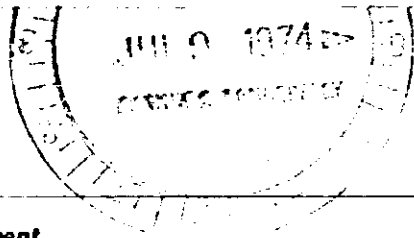


Bankers Trust

RECORDING FEE
PAID \$ 1.75



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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 two (2) 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 due, quit 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: **RAISZONER BYRD, his heirs and assigns forever:**

ALL THOSE CERTAIN pieces, parcels or lots of land, situate, lying and being on the northwest corner of the intersection of Oak Street (now Cody Street) and Washington Loop, near the City of Greenville, being known and designated as lots 14 and 15 of Block B, as shown on Plat prepared by N. O. McDowell, Jr. & Julian P. Moore, Dated December, 1944, entitled Washington Heights, recorded in the RMC Office for Greenville County in Plat Book "M", at Page 107, and having, according to said plat the following metes and bounds, to-wit:

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 **over**

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 upon then it shall apply, and bind the undersigned, their heirs, assigns, devisees, administrators, executors, successors and assigns, and more in the benefit of Bank and its successors and assigns. The outstanding principal and interest of any part of said indebtedness to remain unpaid shall be and constitute the entire indebtedness, effectiveness and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness my hand and seal this 5th day of July, 1974, at Greenville, South Carolina.
Terri W. Strange, Bankers Trust of S. C., Park Place Branch
Raiszoner Byrd
Gail P. Hutchins

Bankers Trust of S. C., Park Place Branch
Greenville, South Carolina Date July 5, 1974

State of South Carolina

County of Greenville

Before me, appeared to form me Terri W. Strange who after being duly sworn, says that he is the owner of the premises described above.

Raiszoner Byrd Sign, seal and as their joint indebtedness to Bank.

With written instrument of writing, and that deponent with Gail P. Hutchins witnesses the execution thereof.

Subscribed and sworn to before me William A. Turner

this 5th day of July 1974 Terri W. Strange
(Witness sign here)

Notary Public, State of South Carolina
My Commission expires at the will of the Governor
December 31, 1980