

REAL PROPERTY AGREEMENT

In consideration of such loans and indebtedness as shall be made by or become due to THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON (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 situate in Butler Township, Greenville County, State of South Carolina, near the City of Greenville, on the Northeastern side of Proffitt Drive, being known and designated as Lot 15, according to a plat of Liberty Park recorded on the R, M, C. Office of Greenville County, South Carolina in Plat Book EE at page 145, and according to a recent survey prepared by T. C. Adams, having the following metes and bounds, to wit: BEGINNING AT AN IRON PIN on the Northeast side of Proffitt Drive, at a join from corner of lots 15 and 16, the point of beginning being 565 feet to Edwards Road and running thence with the joint line of said lots 15 and 16, N. 78-33 E. 141.4 feet to an iron pin; thence S. 13-48 E. 165 feet to an iron pin at joint corner of lots Nos. 14 and 15; thence with joint line of said lots Nos. 14 and 15, N. 86 44W. 139.3 feet to an iron pin on the Northeast side of Proffitt Drive; thence with said Proffitt Drive, N. 16-00 W. 130 feet to point of (over) 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 of 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.

4. That if default be made in the performance of any of the terms hereof, or if any of said rental or other sums be not paid to Bank when due, 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.

Witness Anthony M. Walker, X-keon G. Burn (L. S.)

Witness William O. Carpenter, W. Essie H. Burn (L. S.)

Dated at Greenville, S.C.

1-28-75 Date

State of South Carolina

County of Greenville

Personally appeared before me Anthony M. Walker, Jr. who, after being duly sworn, says that he saw the within named William O. Carpenter and W. Essie H. Burn sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with William O. Carpenter witnesses the execution thereof.

Subscribed and sworn to before me this 28 day of Jan. 1975

Anthony M. Walker, Jr. (Witness sign here)

William T. Baldwin Notary Public, State of South Carolina My Commission expires at the will of the Governor

50-111

beginning. The above named Proffitt Drive, otherwise known as Proffitt Circle, is now known as Ivy Trail.

RECORDED JAN 31 '75 18035 - 3:43 P.M.

4328 RV-2