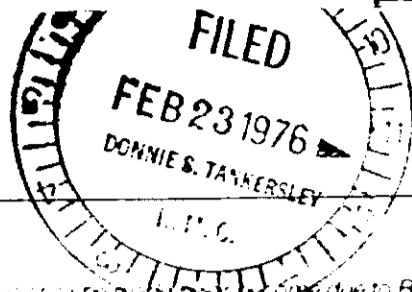


**Bankers
Trust**



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Real Property Agreement

1. The principal and interest and indebtedness as stated herein are due to Bankers Trust of South Carolina, N.A. (hereinafter referred to as "Bank") from the undersigned jointly and severally, and until all of such loans and indebtedness have been paid in full, and, within one year following the date of the maturity of the indebtedness, whichever first occurs, the undersigned jointly and severally promise and agree:

1. To pay, prior to the maturity of the indebtedness, 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 thereunder, or any agreement relating to said premises, and
3. The property referred to by this agreement is described as follows: **All that lot of land with the buildings and improvements thereon, situate on the South side of West Belvedere Road, near the City of Greenville, in Greenville County, S.C., being shown as Lot No. 186 on plat of South Forest Estates, made by Pickell & Pickell, Engineers, August 29, 1955, recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book GG, at page 181, and having, according to said plat, the following metes and bounds, to-wit:**

BEGINNING at an iron pin on the South side of West Belvedere Road at joint (see attached sheet

That 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 court may, at the request 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 and discharge any obligation 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.

Witness: John K. Anthony Louis V. Stemple
Witness: Kaye Long Barbara T. Stemple
Date: Greenville Date: Feb 18, 1976

State of South Carolina

County of Greenville

Personally appeared before me John K. Anthony who, after being duly sworn, says that he saw the within named

Louis V. Stemple + Barbara T. Stemple sign, seal, and as their act and deed deliver the

within written instrument of writing, and that deponent with Kaye Long witnesses the execution thereof.

Subscribed and sworn to before me

this 18 day of Feb, 19 76

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

(Witness sign here)