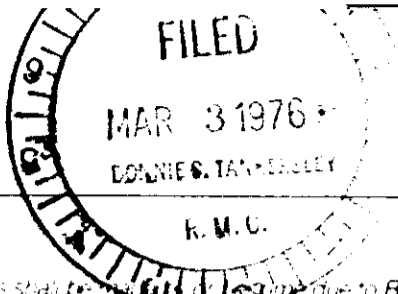


**Bankers  
Trust**



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40-3314-0776

**Real Property Agreement**

It is understood that such loans and the proceeds as shall be due to Bankers Trust of South Carolina, N.A. from the undersigned, and Bankers Trust from the undersigned, jointly or severally, and until all such loans and indebtedness have been paid in full, shall remain in full force and effect until 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 piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 22 as shown on plat of Property of Elizabeth T. Looper as recorded in the RMC Office for Greenville County in plat Book H, Pages 159-160, reference to said plat being craved for metes and bounds description thereof.**

**This conveyance is made subject to all restrictions, easements and rights-of-way which may affect the property hereinabove described.**

That in 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 in 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 deem fit.

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, executors, 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 R. Wayne Powell X R. F. Winkle

Witness Judy P. Anthony Frances G. Winkler

Deed at Greenville, S.C. Date Feb. 25, 1976

State of South Carolina  
County of Greenville

Personally appeared before me Judy P. Anthony who after being duly sworn, says that he saw the within named Raymond F. and Frances Winkler sign seal and as their act and deed, deliver the

within written instrument of writing, and that deponent with R. Wayne Powell witnesses the execution thereof.

Subscribed and sworn to before me R. Wayne Powell

this 25th day of February 19 76  
Notary Public, State of South Carolina 11-14-83  
My Commission expires at the will of the Governor

RECORDED MAR 3 '76 At 11:30 A.M. 22020

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