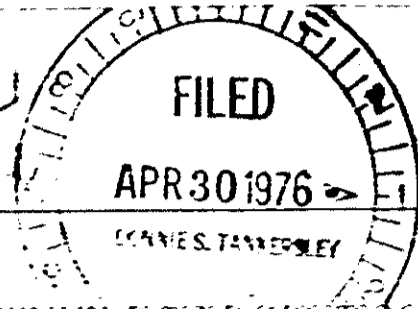


Bankers Trust

40-3314-8491



Vol 1035 p. 593

Real Property Agreement

1. All payments of principal and interest as shall be made by or become due to Bankers Trust of South Carolina, A Corporation, hereinafter referred to as Bank, out of the proceeds of rents, or severally, and out of such rents and interest as have been paid into or for the benefit of the Bank, shall be paid to the undersigned, whichever first occurs, the undersigned, jointly and severally, or to the order of the undersigned.

2. The party herein being indebted to Bank, taxes, assessments, dues and charges of every kind imposed or levied upon the real property described herein, and 2. With 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 profits thereunder, or any agreement relating to said premises, and

3. The principal interest of this agreement is described as follows: All that piece, parcel or lot of land situate, lying and being near the city of Greenville, in the County of Greenville, State of South Carolina, on the western side of Farmington Road, being known and designated as Lot No. 48 of the subdivision known as Chestnut Hills, a plat of which is recorded in the R M C Office for Greenville County in Plat Book "GG", at pages 64 and 65, also at page 35, and having the following metes and bounds, to-wit:

That in default of the performance of any of the terms hereof, or if default be made in any payment of principal or interest, or any notes hereof or otherwise agreed to by the undersigned, the undersigned agrees and covenants hereby to assign the rents and profits arising or to arise from said premises to the Bank and agrees that any judge or jurisdiction may at any time 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 of 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 annulment of any order 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 Louise B. Hood Clyde M. Howell
Donna Cashion Ruth R. Howell
City of Greenville, S.C. Date April 23, 1976

State of South Carolina

County of Greenville

Before me, a Notary Public in and for the State of South Carolina, Louise B. Hood who after being duly sworn, says that he saw the within named

Clyde M. and Ruth M. Howell sign, seal and as their act and deed deliver the

within written instrument of writing, and that deponent with Donna Cashion witnesses the execution thereof.

Subscribed and sworn to before me R. Wayne Powell

this 23rd day of April 19 76 (Witness sign here) Louise B. Hood

Notary Public, State of South Carolina
My Commission Expires at the will of the Governor
11-14-83