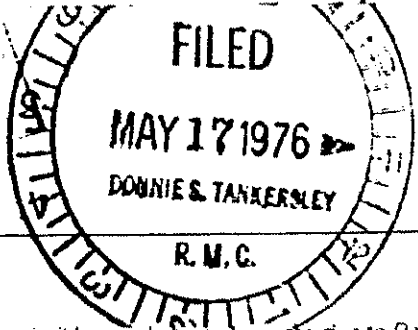


Bankers Trust

REC-125



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0440

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 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: **Louise A. McGinnis, her heirs and assigns forever**

ALL that certain piece, parcel or lot of land situate, lying and being in Gantt Township, County of Greenville, State of South Carolina, in the subdivision known as Woodfields, Inc. located on the southwestern side of Augusta Road and being known and designated as Lots Nox. 262 (see reverse)

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 rentals 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 Aloria Suttles Louise A. McGinnis

Witness Deborah L. Dunbar

Dated at Bankers Trust of S.C. Date May 13, 76

State of South Carolina
County of Greenville, S.C.

Personally appeared before me Deborah L. Dunbar who, after being duly sworn, says that he/she is a true and correct **Louise E. McGinnis** (Witness)

(Borrowers) Louise E. McGinnis sign, seal and as their act and deed deliver the within written instrument of writing, and that deponent with Aloria Suttles (Witness) witnesses the execution thereof.

Subscribed and sworn to before me Bill Smith this 13 day of May 19 76 (Witness sign here) Deborah L. Dunbar

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