

FILED  
FEB 17 1977  
EDWIN S. TAYLOR  
S.C.

Real Property Agreement

- 1. In consideration of such loans and indebtedness as shall be made by or become due to Bankers Trust of South Carolina, N.A. and in consideration of Bankers Trust of South Carolina, N.A. and until all of such loans and indebtedness have been paid in full, the undersigned hereby agrees to pay to the Bankers Trust of South Carolina, N.A. the debt of the undersigned of the undersigned, whichever first occurs, the undersigned jointly and severally, prior to maturity, and
- 2. 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
- 3. Without the prior written consent of Bankers Trust of South Carolina, N.A. 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 thereon, under any agreement relating to said premises, and
- 4. 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 if default be made in the payment of any of the terms hereof, the undersigned agrees and does hereby assign the rents and profits arising or to arise from said premises to the Bankers Trust of South Carolina, N.A. and agrees that any judge or court may, at chambers or otherwise, appoint a receiver of the described premises, with full authority to take possession of the same, 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.
- 5. That if default be made in the payment of loans and indebtedness hereunder or the performance of any of the terms hereof, Bankers Trust of South Carolina, N.A. at its election may declare the entire remaining unpaid principal and interest of any obligation or indebtedness then remaining unpaid to Bankers Trust of South Carolina, N.A. to be due and payable forthwith.
- 6. That Bankers Trust of South Carolina, N.A. may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as Bankers Trust of South Carolina, N.A. in its discretion may elect.
- 7. Upon payment of all indebtedness of the undersigned to Bankers Trust of South Carolina, N.A. 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 Bankers Trust of South Carolina, N.A. and its successors and assigns. The affidavit of any officer or department manager of Bankers Trust of South Carolina, N.A. 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 Sue A. Henderson James R. Kennedy  
 Witness Deborah L. Decker  
 Dated at Palmer Court of S.C. Date Feb. 15, 77

State of South Carolina  
 County Greenville, S.C.  
 Personally appeared before me Deborah L. Decker who after being duly sworn, says that he saw the within named  
James R. Kennedy sign, seal and as their act and deed deliver the  
 (Borrowers)  
 within written instrument of writing, and that deponent with Sue A. Henderson witnesses the execution thereof.  
 (Witness)  
 Subscribed and sworn to before me Deborah L. Decker  
 this 15<sup>th</sup> day of Feb. 19 77 (Witness sign here)  
 Notary Public, State of South Carolina  
 My Commission expires at the will of the Governor