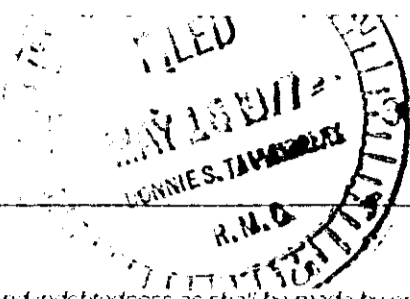


Bankers Trust



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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: **Terry Arthur Vogt and Connie S. Vogt, their heirs and assigns forever:** All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the state of South Carolina, County of Greenville, in the city of Mauldin, in Cedar Terrace Subdivision, on the northern side of Thelma Drive, which is known and designated as Lot 15 of that subdivision and which is described more particularly according to a plat of that subdivision recorded in the Office of the R.M.C., for said County in Plat Book BBB, at Page 137, as follows:

Beginning at an iron pin on the northern side of Thelma Drive, joint front corner of Lots 14 & 15 and running thence N 10° 36' W 166.9 feet to an iron pin; thence S 7° 46' W 110 feet to an iron pin; thence S 60° 05' W 115 feet to an iron pin; thence S 26° 40' E 168.9 feet to an iron pin; thence N 72° 22' E 19.8 feet to an iron pin; and thence N 73° 52' E 60.2 feet to an iron pin, the point of beginning. Derivation: Deed Book 950, at Page 314.

- 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: Donna Filippelli x Terry A. Vogt
 Witness: Diare Vaughn x Connie S. Vogt
 Dated at Mauldin, S.C. Date 5-6-77

State of South Carolina
 County of GREENVILLE

Personally appeared before me Diare Vaughn who, after being duly sworn, says that he saw the within named TERRY VOGT & CONNIE VOGT sign, seal, and as their act and deed deliver the (Borrowers) within written instrument of writing, and that deponent with Donna Filippelli witnesses the execution thereof. (Witness)

Subscribed and sworn to before me Craig Robinson this 6 day of MAY, 19 77 (Witness sign here) Diare Vaughn

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

Recorded May 16, 1977 at 2:30 P/M

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