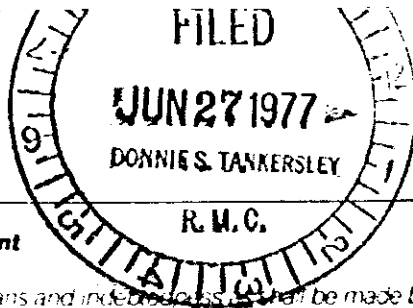


Bankers Trust



VOL 1059 PAGE 378

Real Property Agreement

In consideration of such loans and indebtedness which may 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: All that certain piece, parcel or lot of land in Austin Township, Greenville County, State of S. C. on the south side of East Ga. Rd. (also known as East Curtis St.), and being shown as Lot # B on plat of property of H. V. Grogan, made by Carolina Eng. and surveying Co. dtd 11-11-'65, recorded in the R.M.C. Office for Greenville Co., S. C. in Plat Book LLL at Page 89, and having, according to said plat, the following metas and bounds, to wit: Beginning at an iron pin on the south side of East Ga. Rd. at the joint corner of Lots A & B and runs thence along the line of Lot A S. 8-57 E. 140.7 feet to an iron pin; thence continuing along the line of Lot A, S. 7-43 E. 135 ft. to an iron pin; thence S. 78-15 W. 97.4 feet to an iron pin; thence N. 8-13 W. 276 ft. to an iron pin on the south side of E. Ga. Rd; thence along E. Ga. Rd. N. 77-43 E. 97 ft. to the beginning corner. This conveyance is subject to all restrictions, set back lines, roadways, easements and rights of way, affecting the above described property.

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 rents 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 Russell Knighton Anita D. Miller  
 Witness Sw Shultz Ronald E. Miller

17 Done at PIMPSONVILLE, S.C. Date JUNE 17, 1977

17 State of South Carolina  
 17 County of GREENVILLE

Personally appeared before me Russell Knighton who, after being duly sworn, says that he saw the within named Anita D. Miller and Ronald E. Miller sign, seal and as their act and deed deliver the within written instrument of writing, and that disponent with Sw Shultz witnesses the execution thereof.

Subscribed and sworn to before me at PIMPSONVILLE, S.C. on the 17<sup>th</sup> day of JUNE 1977

Notary Public, State of South Carolina  
 My Commission expires December 31, 1979  
Sw Shultz

Russell Knighton  
 (Witness sign here)

CD 665 1173

RECORDED JUN 27 1977 At 12:30 P.M.

35922

0378

4328 RV-2