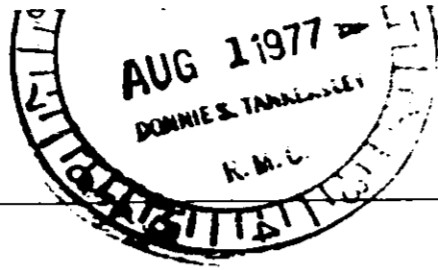


**Bankers  
Trust**



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**Real Property Agreement**

1. All debt and indebtedness as shall be made by or become due to Bankers Trust of South Carolina, N.A. (hereinafter referred to as "Bank") in or from the undersigned, jointly or severally, and until all of such loans and indebtedness have been paid in full, including the death of the last survivor of the undersigned, whichever first occurs, the undersigned, jointly and severally, jointly and severalty, and

2. To pay, or to be obligated to pay, 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 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

4. The property referred to by this agreement is described as follows: **Beginning at an iron pin on the westerly side of McSwain Drive joint front corners of lots 77 & 78 and running thence along common line S69-17W, 175 feet to an iron pin; running thence along rear of lot 78 N22-00W, 90 feet to an iron pin, joint rear corners of lots 77 & 79; thence along common line of said lots N61-0E, 168 feet to an iron pin on the westerly side of McSwain Drive; thence along McSwain Drive S30-21E, 49 feet to an iron pin, thence continuing along McSwain Drive S22-50E, 66 feet to an iron pin to the point of beginning.**

5. That in default of made in the performance of any of the terms hereof, or if default be made in any payment of or nonpayment of interest on any notes hereof or hereafter issued 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 court 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.

6. That in default of 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.

7. 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 deem

8. 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 heirs 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: Betty C. George  
Witness: Arthur Williams      Henry N Pace  
Signed at: GREENVILLE, SC.      Date: JULY 28, 77

Witness: GREENVILLE  
Personally appeared: ARTHUR WILLIAMS who, after being duly sworn, says that he saw the within instrument signed, sealed and as their act and deed by the  
HENRY N. PACE  
Borrowers  
with written instrument of writing, and that deponent with Betty C. George witnesses the execution thereof  
(Witness)

Subscribed and sworn to before me: Kenneth H. McLean  
this 28<sup>th</sup> day of JULY 1977  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor  
Arthur Williams  
(Witness sign here)

RECORDED AUG 1 1977 At 1:00 P.M. 3335

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