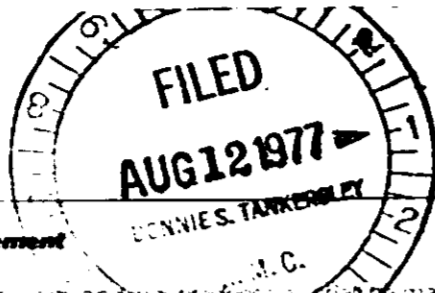


**Bankers
Trust**



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Real Property Agreement

In consideration of the loans and indebtedness as stated to be made by or become due to Bankers Trust and Commercial and National Bank of New York from the undersigned jointly and severally, and until all of such loans and indebtedness have been paid in full, or until the death of the last survivor of the undersigned, and ever 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 herein 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 herein, or any interest therein, or any leases, rents or funds thereunder, or any agreement relating to said premises, and
3. The priority interest by this agreement is described as follows:

**Lot 59 1803 Augusta Rd. & Capers
District 519 Sheet 021700 Block 4
Lot 1300 No. 0001**

4. That in default of the performance of any of the terms hereof, or in default of any payment of or non-payment of 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 to 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 in default of 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.
6. 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.
7. 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 the statute shall govern the validity, effectiveness and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness W. L. McDaniel Mollie J. Syracuse
 Witness J. Albert Snelling Sophie S. Francis
 City of Greenville, S. C. Date 7-5-77 Syracuse

City of Greenville
 Witness J. Albert Snelling who after being duly sworn, says that he is the witness to the
Mollie J. Syracuse sign, seal and as then and there delivered the
 within written instrument of writing, and that deponent with W. L. McDaniel and Sara Ann Spherbert
 Subscribed and sworn to before me Sara Ann Spherbert
 this 9 day of August 19 77 (Witness sign here) J. Albert Snelling
 Notary Public, State of South Carolina
 My Commission expires at the will of the Governor

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