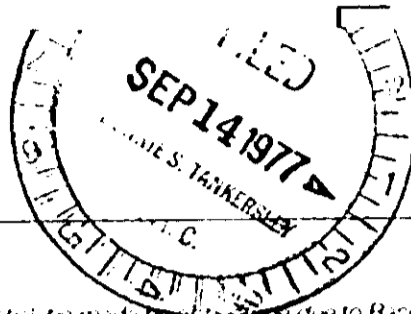


**Bankers Trust**



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**Real Property Agreement**

In consideration of such loans and indebtedness as shall be made by the undersigned 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 do hereby agree:

- 1. To pay, prior to the coming due date of taxes, assessments, dues, and charges of every kind imposed or levied upon the real property described below, and to
- 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 easements, rents or funds held under escrow agreement relating to said premises; and

Beginning at an iron pin on the west side of Richbourg Road at a point at the joint front corner of other property of the Grantor and the property herein being conveyed, which point is 432.1 feet, more or less north of Mimosa Drive and running thence along the west side of Richbourg Road N. 16-30 W. 306.25 feet to an iron pin; thence S. 67-21 W. 228.6 feet to an iron pin; thence S. 22-40 E. 270.4 feet to an iron pin; thence along the line of other property of the Grantor N. 77-14 E. 198.7 feet to an iron pin on the west side of Richbourg Road, the beginning corner.

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 Sheila Chiles Carolyn V. Leinster  
 Date at Greenville, S. C. Date Sept. 12, 1977

State of South Carolina  
 County of Greenville

Subscribed and sworn to before me Esten B. Leinster, Jr. & Carolyn V. Leinster who, after being duly sworn, says that he is the witness to the

(Witnesses) Sheila Chiles witness the execution thereof

Subscribed and sworn to before me Arthur Williams  
 this 12th day of Sept. 1977  
 (Witness sign here)

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

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RECORDED SEP 14 1977 At 1:30 P.M. 8118

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