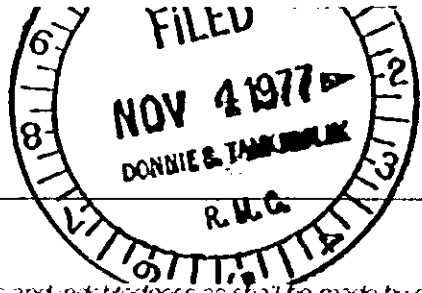


Bankers Trust



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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: **All that piece, parcel or lot located in the County of Greenville, state of S.C. in the Gantt Township on the northern side of North Wingate Road, street address as 114 N. Wingate Rd., and designated as Lot 57 on plat entitled "Pecan Terrace", recorded in the RMC Office for Greenville S.C. in Plat Book EE at page 108. Beginning at an iron pin on the north side of N. Wingate Rd. at the joint corner lots 56 & 57, running along the said joint lines N. 8-45 W. 222.3 ft. to an iron pin at a branch, thence along the branch as a line being S. 89-38 W., 110.8 ft. to an iron pin, thence along joint lines of lot 57 & 58 S. 15-45 E. 242.8 ft. to an iron pin, thence along the north side of N. Wingate Rd., N. 79-30E. 80 ft.**

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 rentals 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 H. Muller Billy R. Dacus
 Witness: Connie S. Dudge Doris K. Dacus
 Dated at Greenville, S.C. Date Nov 2 1977

State of South Carolina
 County of Greenville

Personally appeared before me Connie S. Dudge who, after being duly sworn, says that he saw the within named
 (Witness)
Billy R. Dacus and Doris K. Dacus sign, seal, and as their act and deed deliver the
 (Borrowers)
 within written instrument of writing, and that deponent with Sheila H. Muller witnesses the execution thereof
 (Witness)

Subscribed and sworn to before me Patricia M. Pace
 this 2 day of November 1977
 Notary Public, State of South Carolina
 My Commission expires at the will of the Governor
 (Witness sign here) Connie S. Dudge

My Commission Expires May 22, 1983
 CD 065 1177

RECORDED NOV 4 1977 At 2:00 P.M.

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