



Real Property Agreement

In consideration of certain 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, the undersigned hereby agree that the estate of the last survivor of the undersigned, whichever first occurs, the undersigned, jointly and severally, promise and agree:

1. To pay, prior to becoming due, all taxes, assessments, dues and charges of every kind imposed or levied up in the real property described herein;
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, funds under escrow agreement relating to said premises; and **All that lot of land in Greenville County, State of**
3. The property referred to by this agreement is described as follows: **South Carolina, in the City of Greenville, designated as lot 58 on plat of Sherwood Forest, recorded in Plat Book "Y" at pages 30-31 in the R. M. C. Office for Greenville County. Beginning at an iron pin on the Western side of Legrand Boulevard joint front corner of lots 58 and 59, and running thence with the joint line of said lots, S. 68-49 W. 150 feet to an iron pin; thence N. 21-11 W. 70 feet to an iron pin, rear corner of lot 57; thence with the line of said lot, N. 68-49 E. 150 feet to an iron pin in the West side of Legrand Boulevard; thence with said Boulevard, S. 21-11 E. 70 feet to the point of beginning.**

That in 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 in 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 pages 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.

WITNESSES

WITNESSES: H. McLean _____, Floyd A. Ulmer _____
Bernie M. Martin _____, Nita W. Ulmer _____
 Executed at Greenville, S. C. Date 11-09-77

NOTARIAL

State of South Carolina
 County of Greenville
 Personally appeared before me: H. McLean _____ who after being duly sworn, says that he saw the within instrument signed and sealed by Floyd A. Ulmer & Nita W. Ulmer _____ sign, seal and as their joint and several debtors within written instrument of writing, and that deponent with Bernie M. Martin _____ witnesses the execution thereof.
 Subscribed and sworn to before me: Cuthbert Williams _____
 this 14th day of Nov. 1977
 Notary Public, State of South Carolina
 My Commission expires at the will of the Governor
 (Witness sign here) H. McLean _____

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