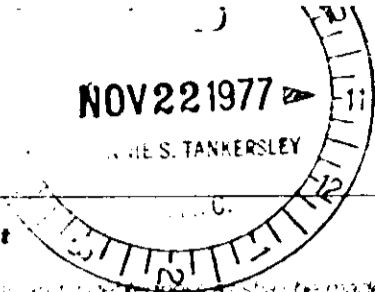


**Bankers Trust**



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**Real Property Agreement**

1. The undersigned hereby acknowledges that all loans and indebtedness made by or become due to Bankers Trust of South Carolina, N.A. hereinafter referred to as Bank, and all interest thereon, principal and interest, and all such loans and indebtedness have been paid in full on or within one year following the date of the execution of this instrument, whichever first occurs. The undersigned jointly and severally promise and agree:

1. To pay, promptly, the taxes and other 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 profits thereunder or in any agreement relating to said premises, and **All that piece, parcel or lot of land in Fairview Township, Greenville County, State of S. C., near the town of**

**3. The property referred to by this agreement is described as follows: Pt. Inn, with the following metes and bounds, according to a plat made by E. E. Gary, Surveyor, on March 25, 1949, beginning at an iron pin on the southwestern edge of Andrews Lane, said pin measuring a distance of 105 feet from the intersection of said Andrews Lane with street now known as Givers Farm Road, running thence with said Andrews Lane, S 57-3/4 E 70 feet to an alley, said alley being 12 ft. in width; thence running along the northwestern edge of said alley, S 32-3/4 W 105 ft. to an iron pin in the edge of said alley; thence N 57-1/4 W 70 feet to an iron pin; thence N 32-3/4 E 105 feet to an iron pin, the point of beginning, and bounded by lands of June H. Pitts, Andrews Lane and a 12 foot alley.**

**This conveyance is subject to any and all existing easements, rights of way, zoning ordinances and restrictions or protective covenants that may appear of record, on the recorded plat or on the pre-**

**misses.** In default of the performance of any of the terms hereof or in default of any payment of principal or interest on any notes hereof or in default of any other obligation hereunder, 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 assignee, receiver, trustee, administrator or otherwise, appoint a receiver of the described premises with full authority to take possession thereof and collect the rents and profits and to do the same subject to the further order of said court, but agrees further that the bank shall have no obligation to perform any other duty or liability of the undersigned in connection with the said assignment of rents and profits.

4. 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.

5. That Bank may, and it 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 proper.

6. Upon payment of the 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, devisees, administrators, 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 Russell Knighton Michael G. Carnes ✓  
Witness Russell Knighton Pamela M. Carnes ✓  
Debtor Simpsonville, S. C. Date 15 November 1977

Recorded at Greenville

Witness Russell Knighton who after being duly sworn says that he saw the within named Borrowers Michael G. Carnes & Pamela M. Carnes sign seal and as their act and deed deliver the within written instrument of writing and that deposited with Carol E. Whatley witnesses the execution thereof.  
(Witness)

Subscribed and sworn to before me this 16th day of Nov. 19 77  
(Witness sign here) Russell Knighton

Notary Public, State of South Carolina  
My Comm. expires at the will of the Governor  
Carol E. Whatley

RECORDED NOV 22 1977 At 11:00 A.M. 15920

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