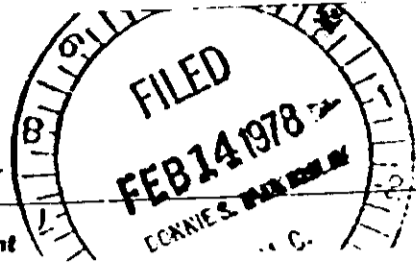


Bankers Trust



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Real Property Agreement

In consideration of such loans and indebtedness as shall be made by or for one 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 (20) years following the date of the last such loan or indebtedness, 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 in respect to 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 of land with the buildings and improvements thereon, situate on the Northeast side of W. Wilburn Avenue and on the Northwest side of Mill street near the City of Greenville in Greenville County, S. C., being shown as lot 52 and a portion of Lot 51 on Plat of West View Heights recorded in the RMC Office for Greenville County in Plat Book G, Page 33, and having, according to said plat and a survey made by H. C. Clarkson, Jr., on July 10, 1969.**

4. 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 consents 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.
 5. 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.
 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.
- 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, legal representatives, 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 Deborah L. Durham, William A. Van Horn
 Witness Joyce V. Montgomery, Edith F. Van Horn
 Dated at Greenville, S.C. Date February 9, 1978

State of South Carolina
 County of Greenville
 Personally appeared before me Deborah L. Durham who after being duly sworn, said that he said he is a notary public.
 (Witness)
William A. Van Horn and Edith F. Van Horn sign, seal and as their act and deed deliver this
 (Borrowers)
 written instrument of writing, and that deponent with Joyce V. Montgomery witnesses the execution thereof.
 (Witness)
 Subscribed and sworn to before me William H. Turner
 this 9th day of February 19 78 (Witness sign here) Deborah L. Durham
 Notary Public, State of South Carolina
 My Commission expires at the will of the Governor.

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RECORDED FEB 14 1978 At 1:00 P.M.

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