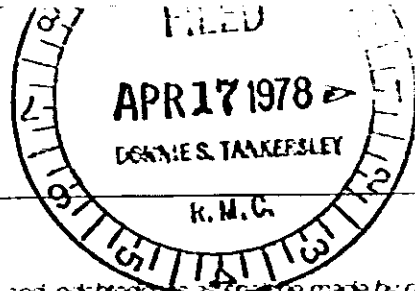


Bankers Trust



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Real Property Agreement

In consideration of such loans and indebtedness to 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 two (2) 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 of lot of land situate, lying and being in the City and County of Greenville, State of South Carolina, on the north side of Cain Street and being known and designated as Lot No. 87 on plat of Abney Mills Poinsett Plant recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book "QQ", at page 51, Deed to George H. Smith and Margie P. Smith recorded February 10, 1969 in Book 861 of Deeds, page 616.
 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 Herald D. Foster , George H. Smith
 Gerald D. Foster , George H. Smith
 Witness Helen C. Buckhiester , Margie P. Smith
 Helen C. Buckhiester , Margie P. Smith
 Dated at 4-10-78 Date 4-10-78

State of South Carolina
 County of Greenville
 Personally appeared before me Gerald D. Foster who after being duly sworn, says that he saw the within named
 (Witness)
George H. Smith and Margie P. Smith sign seal and as their act and deed deliver the
 (Borrowers)
 within written instrument of writing and that deponent with Helen C. Buckhiester witnesses the execution thereof
 (Witness)
 Subscribed and sworn to before me I, Notary Public
 this 10th of April 1978
 (Witness sign here) Herald D. Foster
 Notary Public, State of South Carolina
 My Commission expires XXXXXXXXXXXX
10-5-1980

Bobby J. Lister

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Recorded April 17, 1978 at 1:00 P/M

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RECORDED

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