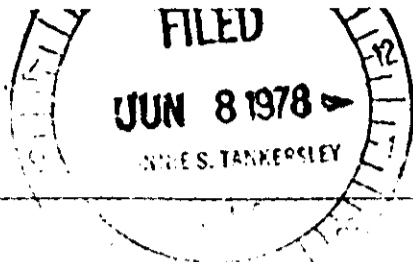


**Bankers
Trust**



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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, in accordance with the terms of the promissory notes and other instruments executed by the undersigned, who never list 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 upon the real property described herein, 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 be placed on, and from transferring, leasing, assigning or in any manner disposing of the real property described below, or any interest therein, or any rents or profits therefrom, under any 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, together with all buildings and improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, at the southern corner of the intersection of Whittlin Way with Sassafras Drive, being shown and designated as Lot No. 48 on a plat of PEBBLECREEK, PHASE I, made by Enwright Associates, dated September 17, 1973, recorded in the RMC Office for Greenville County, S. C., in Plat Book 5-D at pages 1, 2, 3, 4 and 5, and having according to said plat the following metes and bounds, to-wit: (Cont'd. on reverse)

That in default be made in the performance of any of the terms hereof, or in default to make in any payment of principal or interest on any notes hereof or hereafter issued 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 said 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 in its entirety authorized and permitted to cause this instrument to be recorded at such time and in such places as Bank in its discretion may deem.

6. Any payment to the indebtedness of the undersigned to Bank by agreement, cash and tax, interest and if no effect, and until then to be applied to and paid to the undersigned, their heirs, assigns, devisees, administrators, executors, successors and assigns, and inure to the benefit of Bank and its successors and assigns. The officer or any officer or department manager of Bank, showing any part of said indebtedness to remain unpaid shall be and is authorized to sign any instrument in connection with this agreement and any performance and is hereby authorized to rely thereon.

Witness my hand and seal this _____ day of _____, 1978.

_____ Robert E. Howard _____ Edgar F. Seay
 _____ Sheila Chiles _____ Patricia A. Seay
 _____ Greenville, South Carolina _____ June 7, 1978

Witness my hand and seal this _____ day of _____, 1978.

_____ Greenville

Witness my hand and seal this _____ day of _____, 1978.

_____ Robert E. Howard

Witness my hand and seal this _____ day of _____, 1978.

_____ Edgar F. Seay and Patricia A. Seay

Witness my hand and seal this _____ day of _____, 1978.

_____ Sheila Chiles

Witness my hand and seal this _____ day of _____, 1978.

_____ Sheila Chiles

Witness my hand and seal this _____ day of _____, 1978.

_____ June 7, 1978

_____ Robert E. Howard

Witness my hand and seal this _____ day of _____, 1978.

_____ Robert E. Howard

My Commission Expires February 5, 1979

(CONTINUED ON NEXT PAGE)

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