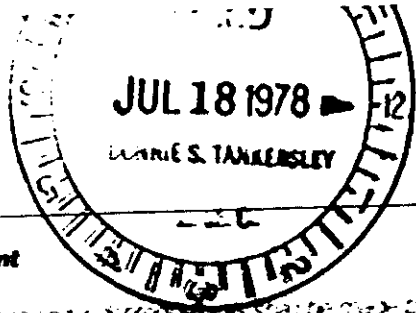


**Bankers
Trust**



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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 the undersigned, jointly or severally, and until all of such loans and indebtedness have been paid in full, the undersigned, jointly and severally, and the death of the last survivor of the undersigned, whichever first occurs, the undersigned, jointly and severally, or either of them, shall:

- 1. Pay, promptly becoming due, all taxes, assessments, dues and charges of every kind and maintain the same in full.
- 2. With the prior written consent of Bank, to refrain from creating or permitting any lien or other encumbrance, other than the present existing liens, and from transferring, selling, assigning or in any manner disposing of the real property described herein, or any interest therein, or any leases, rents or funds held under escrow agreement relating to said premises, and

3. The premises referred to by this agreement is substantially as follows:
 All that piece, parcel or lot of land lying and being in Oneal Township, Greenville County State of South Carolina on the south side of Oneal Church Street and shown on plat of property of Boyd C. Lister dated August 15, 1970 made by Terry T. Dill as Lot 15, and having according to said plat the following metes and bounds
 beginning at an iron pin on the south side of Oneal Church Street at the joint corner of Lots 14 and 15 and runs thence along the line of Lot 14S. 12-09 E. 195.5 feet to an iron pin; thence along the line of Lot 4S 76-55 W. 135 feet to an iron pin; thence along the line of Lots 1 and 2 W. 10-45 W. 203.5 feet to an iron pin on the southside of Oneal Church St.; thence along Oneal Church Street W. 80-12 E. 130 feet to the beginning

4. That all payments made in the payment of loans and indebtedness hereunder or the performance of any of the terms hereof, shall be made in full, and the undersigned, jointly and severally, shall be deemed to have assigned to the Bank all the rents and profits and any other income from said premises in the Bank and agrees that any judge or arbitrator or otherwise appointed 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 return or discharge any obligation due, or to be due, to the undersigned in connection with the said assignment of rents and profits.

5. That all payments made in the payment of loans and indebtedness hereunder or the performance of any of the terms hereof, Bank at its election may deduct the entire remaining principal and interest of any obligation or indebtedness then remaining unpaid to Bank to be due and payable forth with.

6. That the undersigned, jointly and severally, authorized and permitted to cause this instrument to be recorded at said time and in such places as Bank in its discretion may see.

7. That all payments of indebtedness of the undersigned to Bank in this agreement shall be and become void and of no effect and all interest shall accrue and be due to the undersigned, jointly and severally, and their heirs, administrators, executors, successors and assigns, and more to the benefit of Bank and its successors and assigns. The obligation of any of the undersigned to Bank showing any part of said indebtedness to remain unpaid shall be and shall constitute a lien in favor of Bank, effective from the date of this agreement and any person may, and is hereby authorized to, enforce the same.

Witness my hand and seal this 11th day of July 1978 at Greer, S.C.

Jackie M. Howard Ricky M. Perry
Frances Benjamin Faye Perry

Date: Greer, S.C. Date: July 11, 1978

Witness my hand and seal this 11th day of July 1978 at Greenville

Jackie M. Howard
Ricky M. Perry and Faye Perry
Frances S. Benjamin
Kathleen J. Staker
Jackie M. Howard

11th July 1978

Recorded July 16, 1978 At 12:10 P.M. No. 1722

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