

Bankers
Trust

FILED
JUL 20 1978
GREENVILLE, S.C.

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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 or until twenty-one 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, leasing, 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 of that certain parcel of land being located and lying in the County of Greenville, State of South Carolina, lying and being on Randy Drive and being known and designated as Lot No. 14 of EDWARDS FOREST Subdivision, Section 2, according to a plat recorded in the RMC Office for Greenville County in Plat Book RR. Said property being the same as also recorded on Tax Map # T29.2, Block 1, parcel #88, County of Greenville.

STREET ADDRESS: #15 Randy Drive, Taylors, S.C. 29687

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 to Bank.

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 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 the undersigned, their heirs, legal representatives, administrators, executors, successors and assigns, and more to the benefit of Bank and assigns, shall be conclusively bound by any officer or department manager of Bank showing any part of said indebtedness to remain unpaid shall be conclusive evidence of the validity, effectiveness and continuing force of this agreement and any person may and is hereby authorized to

Witness Kathy J. Phillips Deane A. McKinley
 Witness Susan Durbell Tom R. McKinley
 Dated at Greenville, S.C. Date July 20, 1978

State of South Carolina
Greenville
 Personally appeared before me Kathy J. Phillips who after being duly sworn, says that she is the wife of Deane A. McKinley and Tom R. McKinley sign seal and deliver the

Witness Susan Durbell
 Subscribed and sworn to before me Deane A. McKinley
 this 10th day of July, 19 78

Notary Public, State of South Carolina
 My Comm. Expires 06/01/81 as of the Governor
 My Comm. Expires 06/01/81 as of the Governor
 My Comm. Expires 06/01/81 as of the Governor
 Witness Kathy J. Phillips
 Bankers Trust of South Carolina, N.A. Ann S. Sikes
 By Robert Howard, Vice President
 Witness Shela C. Cates
 Witness Ann S. Sikes

Recorded July 20, 1978 at 12:00 P/M
 GREENVILLE, CO. S.C.
 FILED

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 Bankers Trust
 S.C. N.A.
 Greenville, S.C.

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