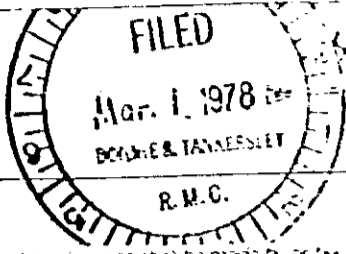


Bankers Trust



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Real Property Agreement

In consideration of such sums 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 sums and indebtedness have been paid in full or within twenty-one years following the death of the last survivor of the undersigned, and thereafter, 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 a mortgage 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 lot of land situated on the
southeastern side of Dukeland Drive in the
county of Greenville, State of South Carolina, being shown as lot no. 34 on a
plat of Dukeland Park Subdivision recorded in Plat Book J at Page 220 in the
R. M. C. Office for Greenville County.

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 court of law 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.

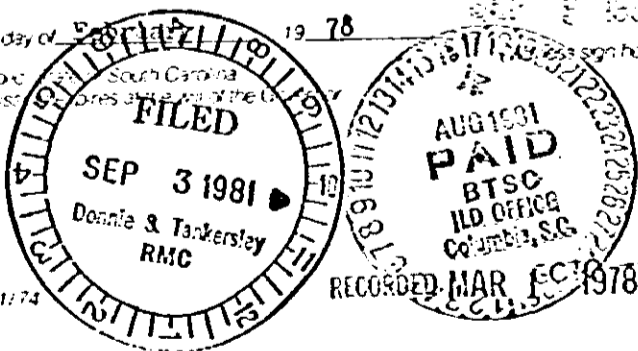
4. That if default be made in the payment of loans and indebtedness hereunder or the performance of any of the terms hereof, Bank at its election may declare the entire remaining unpaid principal and interest of any obligation or indebtedness then remaining unpaid to Bank to be due and payable forthwith.

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 upon then it shall apply to and bind the undersigned, their heirs, legal representatives, administrators, executors, successors and assigns, and none 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 Durham, Charles David Goode
Witness Joyce V. Montgomery, Debra B. Goode
Signed at Greenville, S. C. Date February 27, 1978
State of South Carolina
County of Greenville
Personally appeared before me Deborah L. Durham who after being duly sworn, says that he said instrument was
Charles David Goode and Debra B. Goode sign seal and as their act and deed delivered
(Borrowers)
in written instrument of writing and that deponent with Joyce V. Montgomery witnesses the execution thereof
Subscribed and sworn to before me William H. Turner
this 27 day of February, 19 78
Notary Public for South Carolina
My Commission Expires SEP 3 1981

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CD 065 1174



Deborah Durham
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Deborah C. Pattenfeld
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