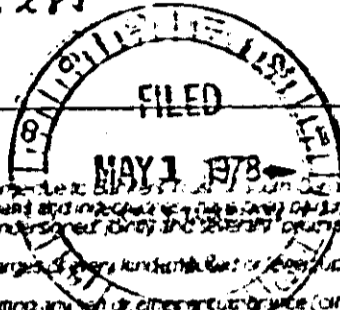


Bankers Trust

3404 - 6285

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Real Property Agreement

In consideration of such loans and indebtedness as shall be made by or for the benefit of Bank (hereinafter referred to as Bank) to or from the undersigned, jointly or severally, and until all of such loans and indebtedness (including interest) is paid in full or until twenty one years following the death of the last survivor of the undersigned, whichever first occurs, the undersigned hereby do hereby agree and agree

- 1 To pay prior to becoming delinquent, all taxes, assessments, dues and charges of every kind (including but not limited to) 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 estates, 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 certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being shown as Lot 6 on plat of Whispering Pines, recorded in the Plat Book PPP at Page 65 in the R.M.C. Office for Greenville County, and fronting on Oak Hill Drive, and having the following metes and bounds:

BEGINNING at an iron pin on the northern side of Oak Hill Drive at joint corner of Lot 7 and running thence with line of Lot 7, N. 30-00 E. 162.9 feet to an iron pin; thence S. 61-30 E. 100 feet to an iron pin at rear corner of Lot 5; thence with line of Lot 5, S. 30-00 W. 165.6 feet to an iron pin on the northern side of Oak Hill Drive; thence N. 60-00 W. 100 feet to the beginning corner.

(CONTINUED ON NEXT PAGE)

The undersigned do hereby acknowledge the contents of this instrument and 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, assigns, devisees, 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: Jackie W. Howard, James G. Hart
Raymond W. Howard, Elizabeth E. Hart
Direct at Greenville, S. C. Date April 28, 1978

State of South Carolina
County of Greenville
Personally appeared before me Jackie W. Howard who after being duly sworn says that he saw the within named James T. Hart and Elizabeth E. Hart sign seal and as their act and deed deliver the

written instrument of writing and that document with Kay D. Middlell witnessed the execution thereof

Subscribed and sworn to before me this 28 day of April 1978

Notary Public, State of South Carolina
My Commission expires on the 1st day of July 1978
1.7501
CO-065 1174
FILED APR 8 1978
Donnie S. Tankersley
RWC
RECORDED MAY 1 1978
at 1:30 P.M.

Handwritten signatures and notes: Jackie W. Howard, James G. Hart, Elizabeth E. Hart, Kay D. Middlell, Donnie S. Tankersley, RWC, APR 8 1978, at 1:30 P.M.

