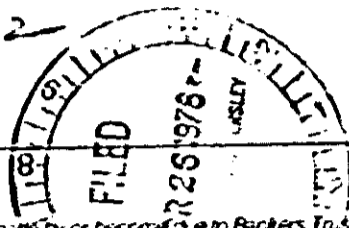


Bankers Trust

40 3328 5952

BOOK 77 PAGE 545

VOL 1077 PAGE 827



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, 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 tract of parcel of land, lying, being situated in the state and county of Greenville, S.C., 67 S. Fairfield RD. Greenville, S.C. containing 12.10 acres or less.

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 arbitrator 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 until then it shall apply to and bind the undersigned, their heirs, legibles, devisees, administrators, executors, successors and assigns, and none to the benefit of Bank and its successors and assigns. The signature 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 L. Fucham Steph G. Trippe
 Witness: Debbie H. Chastain Nancy W. Trippe
 Date: April 11, 1978

State of South Carolina
 County of Greenville

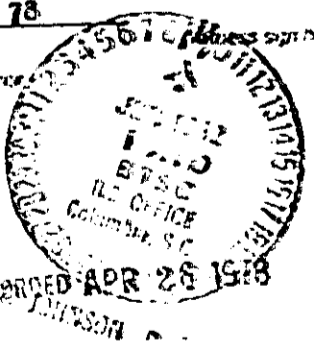
Personally appeared before me Deborah L. Fucham who, after being duly sworn, says that he said to be with the undersigned, Steph G. Trippe and Nancy W. Trippe sign, seal and as their act and deed deliver the

within written instrument of writing, and that deponent with Debbie H. Chastain witnesses the execution thereof

Subscribed and sworn to before me William H. Johnson this 11 day of April 19 78

Notary Public, State of South Carolina
 My Commission expires at the end of the Government

25913
 Satisfied in Full
 Bankers Trust of South Carolina, N.A.
 BY J. A. ...
 Witness Wendy ...
 At 11:15 A.M.



RECORDING DEPARTMENT, GREENVILLE, S.C. RECORDED APR 26 1978

0.545

4325 RV-2