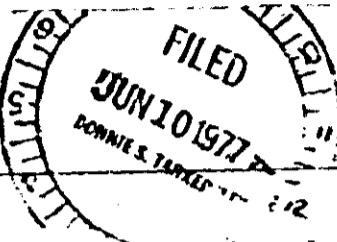


Bankers
Trust



MC 1053 PAGE 343
BOOK 77 PAGE 993

40-3503-5449

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 and 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, do hereby 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. Not to give 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 piece, parcel or lot of land located near the City of Mauldin being known as Lot No. 6, Mauldin Circle, Mauldin, S.C., Greenville County.
5½ rooms, one story detached, brick veneer ranch-type residence with 3 bedrooms, 1½ baths, asphalt composition roof, Luxaire oil warm air furnace and ducts, Conmac electric water heater, carport, on paved street.
Recorded in the R.M.C. Office for Greenville County in Flat Book "W", page 417, and having metes and bounds as shown thereon.
4. 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, or any rents hereof, or otherwise agreed 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 compilation, duty or liability of the undersigned in connection with the said assignment of rents and profits.
5. 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 compilation or indebtedness then remaining unpaid to Bank to be due and payable forthwith.
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 benefit the undersigned, their heirs, legatees, devisees, administrators, executors, successors and assigns, and to the Bank and its successors and assigns. The signature of any officer or department manager of Bank, showing his 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 that signs hereon is authorized to do so thereon.

Russell Knighton
C. Russell Knighton
217 - 1st Street
Director Simpsonville, S.C.

Benjamin L. Martin
Benjamin L. Martin
Joyce B. Martin
11 March 1977

State of South Carolina

Court of GREENVILLE

Personally appeared before me Russell Knighton

(Witness) Benjamin L. Martin, Vice President

(Witness) Joyce B. Martin

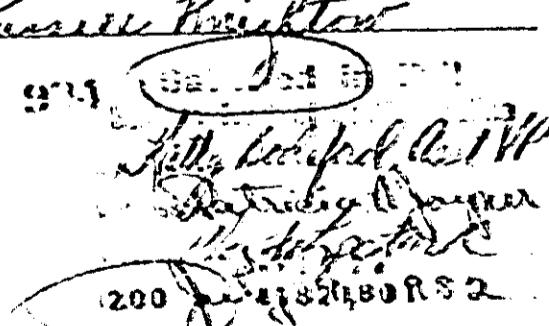
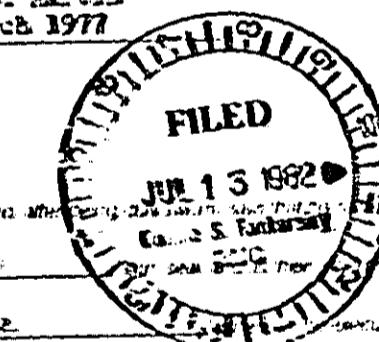
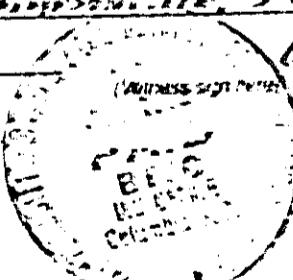
(Witness) at Simpsonville, S.C.

This 8th day of June 1977
Notary Public, State of South Carolina
My Commission Expires December 1979

S. W. Shultz Jr.

CO-056 174

Recorded June 10, 1977 at 11:45 AM



4326 RV-2