

Bankers Trust

3554-2135

FILED
DEC 6 1977
CLERK OF SUPERIOR COURT
GREENVILLE, S.C.

VGL 1069 PAGE 728

Real Property Agreement

Bankers Trust Company, as Trustee, for the use and benefit of the holders of the bonds issued by the Bankers Trust Company, N.A., in connection with the bonds issued by the Bankers Trust Company, N.A., and until all such bonds and indebtedness have been paid in full, do hereby agree with the undersigned, as the undersigned party, and severally, on the following terms:

1. To pay to the Bankers Trust Company, as Trustee, all taxes, assessments, dues, and charges of every kind imposed or levied upon the real property described below; and
2. With the prior written consent of the Bankers Trust Company, to refrain from creating or permitting any lien or other encumbrance, other than those presently existing to exist upon the real property described below, in any manner disposing of the real property described below, or any interest therein, or any leases, rents or profits therefrom, or any proceeds therefrom, or any proceeds of the sale of said premises; and

All that piece, parcel and tract of land lying and being in Austin Township, Greenville County, S. C. and being a portion of the lands of the Estate of W. J. McKinney. It begins in road (commonly known as the Jonesville Rd.) at joint corner with Thackston and Templeton and runs thence along the road N. 2-23 E. 704.3 ft. to iron pin; thence S. 70-38 W. 528.9 ft. to lands formerly belonging to Morton but now Elwood; thence along the Ellwood lands S. 3-10 E. 506.7 ft. to iron pin at stone on Thackston; thence along Thackston line S. 87-09 E. 442.5 ft. to beginning corner, and containing 6.53 acres more or less, and being the extreme southern portion of tract no. 1 on W. J. McKinney est. lands as shown on Plat made by W. J. Riddle, Surv., under date of Oct. 29, 1938 and revised on Dec. 8, 1955.

The undersigned hereby assigns to the Bankers Trust Company, as Trustee, all rents and profits arising or to arise from said premises to the bankers trust company, as Trustee, and the undersigned hereby appoints a receiver of the described premises, with full authority to take possession of said premises, and to collect and receive all rents and profits therefrom, subject to the further order of said court, but agrees further that the bank shall have no obligation to pay any such rents and profits to the undersigned in connection with the said assignment of rents and profits.

4. The undersigned hereby agrees that in the event of default by the undersigned in the payment of any and all obligations hereunder or the performance of any of the terms hereof, Bank at its election may declare the entire amount of principal and interest of any obligation or indebtedness then remaining unpaid to Bank to be due and payable forthwith.

5. That the undersigned hereby agrees that this instrument shall be recorded in the public records in such places as Bank in its discretion may require.

6. This agreement shall be binding upon the undersigned, Bank, its successors and assigns, and all persons claiming under or through the undersigned, and shall apply to and bind the undersigned, Bank, its successors and assigns, and all persons claiming under or through the undersigned, and shall be for the benefit of Bank and its successors and assigns. The undersigned hereby agrees that any part of said indebtedness then remaining unpaid shall be and constitute a lien in favor of the Bank, its successors and assigns, and shall be subject to the agreement and any person making same is hereby authorized to rely thereon.

Kelaine A. Graydon _____ Glen R. Fleming _____

Paul E. Chandler _____ Bernie B. Fleming _____

Witness _____ Simpsonville, S. C. _____ Date October 11, 1977 _____

Witness _____ Greenville _____

Witness _____ Greenville _____

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RECORDED DEC 6 1977 At 2:30 P.M. 17887

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