

Bankers Trust

FILED
APR 28 1976
DORRIS S. TANKERSLEY
H. M. C.

40-3314-1934

VOL 1035 PAGE 448
BOOK 41 PAGE 586

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 certain piece, parcel or lot of land, situate, lying and being in Paris Mountain Township, County of Greenville, State of S.C., on Winsford Dr., and shown and designated as Lot No. 48 of a subdivision known as "Buxton" according to a plat entitled "Buxton" which is recorded in the MC Office of Greenville County, S.C., in Plat Book 4N at pages 2, 3 & 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 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 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 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 in Bank to be due and payable forthwith.

*Created
Doris S. Tankersley
H.M.C.*
Wells Fargo Bank

SEP 15 1976

Ray, Sr
Ray

RECORDING FILE
7370

PAID AND SATISFIED IN FULL THIS
THE 14 DAY OF September 1976
BANKERS TRUST OF SOUTH CAROLINA
GREENVILLE, S. C.

VICE PRESIDENT
WITNESS: *Patty K. King*
Wacey J. Hanks

Just of S.C.N.A.

APR 8 1976
27755

Recorded in the office of
of Greenville
at 11:05 o'clock
April 28, 1976
in Deed Book
at page 448
Tankersley
H. M. C.

My Commission Expires May 1, 1985

RECORDED APR 28 76

At 11:05 A.M.

27755

CD-065 1174

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