

**Bankers Trust**

TILED  
OCT 21 1974  
BY SALES, TANKERSLEY

1.75

BOOK 1008 PAGE 869

0869

**Real Property Agreement**

It is agreed that all loans and indebtedness as shall be made by or become due to Bankers Trust of South Carolina, N.A. hereinafter referred to as Bank, and the interest thereon, jointly or severally, and until all of such loans and indebtedness have been paid in full, shall be secured by a mortgage on the real property hereinafter described. Whenever first occurs, the undersigned jointly and severally, promise and agree:

1. To pay promptly when due and all taxes, assessments, dues and charges of every kind in respect of or levied upon the real property hereinafter described;
2. With or without the consent of Bank, to refrain from creating or permitting any lien or other encumbrance (other than those presently existing) on or in 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 thereon, or any agreement relating to said premises; and
3. The property referred to by this agreement is described as follows:

**All that lot of land with the buildings and improvements thereon situate on the south side of James Drive near the city of Greenville, in Greenville County, S.C., being shown as Lots 26 and 27 on plat of Orderest Park, made by C.C. Jones, Engineer, July 1948, recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book S, page 109, and having, according to said plat, the following metes and bounds, to wit:**

**Beginning at an iron pin on the south side of James Drive at joint front corner of lots**

26 and 27, as made in the performance in any of the terms hereof, until default be made in any payment of principal interest on any notes hereof or interest accrued by the undersigned, the undersigned agrees and does hereby assign the rents and profits arising from said premises to the bank and the bank, its agents, attorneys, assignees 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 in 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 sell the real property remaining unpaid principal and interest on any obligation or indebtedness then remaining unpaid to Bank to be due and payable forth with.

5. That Bank may and is hereby authorized and permitted to cause this instrument to be recorded at any time and in such places as Bank in its discretion may require.

6. All payments made in accordance with the terms of this agreement shall be and become void and of no effect and void then shall apply to and be the property of the bank, its agents, assignees, administrators, executors, successors and assigns, and inure to the benefit of Bank and its successors and assigns. The attorney-in-fact, officer or department manager of Bank showing any part of said indebtedness to remain unpaid shall be and constitute a duly authorized officer, attorney-in-fact, officer and continuing trustee of this agreement and any person may and is hereby authorized to rely thereon.

Mary C. Jordan \_\_\_\_\_  
Mary Ann Johnson Gault s/a Mary Ann Johnson \_\_\_\_\_  
Bettie J. Bowers \_\_\_\_\_  
David W. Gault \_\_\_\_\_

City: Greenville, S.C. Date: 10/17/74

City: Greenville

Witness: Mary C. Jordan \_\_\_\_\_

Witness: Mary Ann Johnson Gault and David W. Gault \_\_\_\_\_

Witness: Bettie J. Bowers \_\_\_\_\_

Witness: Fay Y. Isard \_\_\_\_\_

Witness: Mary C. Jordan \_\_\_\_\_

Witness: \_\_\_\_\_

(CONTINUED ON NEXT PAGE)

4328 RV-2