Bankers Trust

FILED
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DONNIE S. TANKERSLEY
R.M.C.

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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") from the undersigned, jointly or severally, and until all of such loans and indebtedness have been paid in full or until Bank ceases to be the holder of the last surviving of the undersigned, whichever first occurs, the undersigned jointly and severally promise and agree:

1. To pay prior to the accruing thereof 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 attach 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 profits held under or by any agreement relating to said premises; and

3. The property referred to in this agreement is described as follows:

All that certain lot of land lying in the City of Greenville, County of Greenville, State of South Carolina, shown as Lot No. 71, Block F, on a plat of University Heights, recorded in Plat Book BB, page 21, and having, according to said plat, the following metes and bounds, to-wit:

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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 to 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.

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 obligation or indebtedness then remaining unpaid to Bank to be due and payable forthwith.

6. 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.

7. 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, legatees, devisees, administrators, executors, successors and assigns, and inure to the benefit of Bank and its successors and assigns. The affidavit 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: Bettie J. Breeze — George Eastergard

Witness: Janie Riddle — Mary Eastergard

Dated at _____ Date _____

State of South Carolina
County of Greenville

Personally appeared before me Bettie J. Breeze (Witness) who after being duly sworn says that he saw the within named George and Mary L. Eastergard (Borrower) sign, seal and as their act and deed deliver the within written instrument of writing, and that deponent saw Janie Riddle (Witness) witness the execution thereof.

Subscribed and sworn to before me Lizzie Mclard
this 6 day of Sept 1977

Bettie J. Breeze
(Witness sign here)

Notary Public, State of South Carolina
My Commission expires at the pleasure of the Governor

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