

**Bankers  
Trust**

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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., herein after referred to as Bank, to or from the undersigned, jointly or severally, and until said such loans and indebtedness have been paid in full, or until five years following the death of the last survivor of the undersigned, who ever first occurs, the undersigned, jointly and severally, promise and agree:

1. To pay, prior to being required to pay, 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, ten 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 debt referred to by this agreement is described as follows:

**All that certain piece, parcel or lot of land situate, lying and being on the eastern side of Vine Hill Road in the county of Greenville, State of South Carolina being known and designated as Lot No. 143, on plat of Pine Forest, recorded in the RMC office for Greenville County in Plat Book QQ at pages 106 and 107 and having, according to said plat, the following metes and bounds, to-wit:**

**Beginning at an iron pin on the eastern side of Vine Hill Road at the joint front corner** That to fail to be made in the performance of any of the terms hereof, or to fail to 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 court 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 to fail to 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.

5. The 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.

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 bind the undersigned, their heirs, assigns, devisees, administrators, executors, successors and assigns, and inure to the benefit of Bank and its successors and assigns. The amount of any principal 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 \_\_\_\_\_

Witness \_\_\_\_\_

Deed of \_\_\_\_\_ Date \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

For me, executed to-wit: \_\_\_\_\_ who after being duly sworn, says that he says the within named

Witness

\_\_\_\_\_ says that he says the within named

Bankers

and written instrument of writing and its contents with \_\_\_\_\_ witnessed the execution thereof.

Witness

Subscribed and sworn to before me \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Witness sign here!

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

RECORDED MAR 16 1978 At 1:00 P.M.

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