Bankers Trust NOV211977 DOMINES TARRESSLEY

WOL 1068 PAGE 580

Real Property Agreement

In consideration of such loans and nutrity divers a spar be made by or become due to Bankers Trust of South Carolina. N.A. There halter referred to as Bank. To or from the undersigned sparty or spacety, 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 agrees.

- 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, seiling, 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 properly referred to by this agreement is described as follows. Beginning at an iron pin on the southeast side of Pisgah Drive at the joint corner of lots 46 & 47 and runs thence along the line of lot 46 S. 110 feet to an iron pin; thence along the line of lot 45 S. 30-05 E. 102.3 feet to an iron pin; thence along the line of lots 24 & 23 S. 48-32 W. 96.8 feet to an iron pin; thence along the line of lot 49 N. 57-22 W. 174.4 feet to an iron pin on the southeast side of Pisgah Drive; thence along Pisgah Drive N. 32-38 E. 140 feet to the beginning corner. Recorded in the RMC office of Greenville, S. C. in Plat book Y, Page 65 and having according to a more recent platentitled Henry C. & Marily J Ivessterin Plat book 5G Page 153.

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 rentals 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 to Bank to be due and payable forthwith
- 5. 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.
- 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 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.

Willess Cotton Willeliams . Henry C. Juetton
Winess Bonnie M. Martin marilyn hester
Dated at GREEN VILLE, SC. Date NOV 18, 1977
State of South Carolina
-County of GREENVILLE ISC.
Personally appeared before me <u>ARTHUR KILLIAMS</u> who after being duly sworn says that he saw the within harrised (Witness) HENRY C. HND MARILYN IVES TER. sign, seal and as their act and deed deliver the
Sign, seal and as their act and deed deliver the (Borrowers) (Within written instrument of writing and that deponent with BOINTIE MARTIN witnesses the execution thereof
Subscribed and sworn to before me - Limit HM2 Claim
this 18 day of Nov 19 1977 (Milliams Cittle Cilliams
Notary Public. State of South Carolina My Commission expires at the will of the Governor
F

CD 065 1/74

RECORDED NOV 21 1977 At 11:00 A.M.

15712

1328 RV.21

O-

-

A PARTY N