

**Bankers Trust**

FILED  
Mar. 1 1978  
BOYD & TAYLOR  
R. M. C.

VOL 1074 PAGE 539

**Real Property Agreement**

In consideration of such sums and no indebtedness as shall be made by or for the undersigned Bankers Trust of South Carolina, A. Trustee, subject to the Bank of South Carolina, or from the undersigned jointly or severally, and until all of such sums and no indebtedness have been paid in full, or until twenty (20) 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 the making of any such assessments, dues and charges of every kind in respect of the real property described herein, 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 herein, or any interest therein, or any leases, rents or funds held under any agreement relating to said premises; and
3. The property referred to in this agreement is described as follows:

**All that lot of land situated on the southeastern side of Dukeland Drive in the county of Greenville, State of South Carolina, being shown as lot no. 34 on a plat of Dukeland Park Subdivision recorded in Plat Book J at Page 220 in the R. M. C. Office for Greenville County.**

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 consents hereby to assign the rents and profits arising or to arise from said premises to the bank and agrees that any judge or court of law may, at its discretion, 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 sums and no 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, effect, force and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness Deborah Durham \_\_\_\_\_ Charles David Goode \_\_\_\_\_  
Witness Joyce V. Montgomery \_\_\_\_\_ Debra B. Goode \_\_\_\_\_

Executed at Greenville, S. C. Date February 27, 1978

State of South Carolina  
County of Greenville

Subscribed and sworn to before me Deborah L. Durham \_\_\_\_\_ who after being duly sworn, says that the said \_\_\_\_\_

Witness: Charles David Goode and Debra B. Goode \_\_\_\_\_ sign, seal and as their act and deed deliver the

(Borrowers) \_\_\_\_\_ witnesses the execution thereof

Subscribed and sworn to before me William H. Jussen \_\_\_\_\_

this 27 day of February 19 78 \_\_\_\_\_ (Witness sign here)

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

1052

CD 065 1174

RECORDED MAR 1 1978 At 12:30 P.M. 25481

0530

4328 RV-2