

MAR 21 1978

Real Property Agreement

In consideration of such loans and indebtedness to be made by or become due to Bankers Trust of South Carolina, N.A. (hereinafter referred to as Bank) to or from the undersigned...

- 1. To pay, prior to becoming due, 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, selling, assigning or in any manner disposing of the real property described below; and
3. The property referred to by this agreement is described as follows: Lot of Land lying in Paris Mountain Township, Greenville County, state of South Carolina, beginning on Groce Rd at an iron pin running s.e. 200 ft. to an iron pin, then N.E. 190 ft. to an iron pin, then N.W. 224 ft. to an iron pin at the beginning point, containing 3/4 acres, adjoining lands on the S.E. with Nannette L. Cox and on the N.W. with W.J. Forrow.

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 rents 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.

Witness: Sheila Mullinax, William A. Harris

Witness: Connie S. Dredge, Bessie R. Harris

Deed at Greenville, S.C. Date March 16, 1978

State of South Carolina
County of Greenville

Personally appeared before me Sheila Mullinax who after being duly sworn, says that he saw the abovesaid

Witness: William A. and Bessie R. Harris sign, seal and as their act and deed deliver the

within written instrument of writing, and that in presence with Connie S. Dredge witnesses the execution thereof

Subscribed and sworn to before me Patricia M. Pace

this 16 day of March 19 78 (Witness sign here) Sheila Mullinax

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

My Commission Expires May 22, 1985

Recorded March 21, 1978 at 11:00 A/M 27653

GCTD 071 1.25C1

0706

4328 RV-2