Bankers Trust

FILED
JUL 20 1978
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") to or from the undersigned, jointly or severally, 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 agree:

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, 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 property referred to by this agreement is described as follows: **All that lot of land with the buildings and improvements thereon, situate on the West side of McCall Street, in the City of Greenville, in Greenville County, South Carolina, shown on a plat made by Campbell & Clarkson Surveyors, Inc., on January 21,1969 and presently shown as Lot No. 6 of Block No. 1 on Page 79 of Greenville County Block Book, and having, according to said plat, the following metes and bounds, to-wit:**

That it shall be made in the performance (if any) of the terms hereof, or 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 of a 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 rentals and profits.

4. That it shall be made in the payment of loans and indebtedness hereunder or in the performance (if any) of the terms hereof, Bank, at its election, may declare the entire remaining unpaid principal and interest (if 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, cause this instrument to be recorded at such time and in such places as Bank, in its discretion, may elect.

6. Upon default of any indebtedness to the undersigned or 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 an officer or agent of Bank showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the fact, which recites and concerning which this agreement and any person may and is hereby authorized to rely thereon.

Witness: x Deborah J Vaughn — x Caiaphas T Thompson
x Miriam E. Williams — x Alberta Thompson
Witness: Greenville, S.C. — Date: July 12, 1978

State of South Carolina
County: Greenville

Personally appeared before me x Deborah J. Vaughn who being duly sworn makes oath that she saw the within named Caiaphas T. Thompson and Alberta Thompson sign, seal and as their act and deed deliver the within written instrument of writing and that she with x Miriam E. Williams witnessed the execution thereof.

Subscribed and sworn to before me: R. Wayne Pruitt
Notary Public for South Carolina
My Commission Expires: 11-14-83
July 1978
x Deborah J. Vaughn

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