**Bankers Trust**

AUG 30 1978
JAMES S. TANKERSLEY

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**Real Property Agreement**

In consideration of such loans and indebtedness that may be made by or become due to Bankers Trust [illegible] N.A. hereinafter referred to as Bank, to or from the undersigned [illegible], jointly and severally, and until all of such loans and indebtedness have been paid, the undersigned, one year following the date of the last loan or the undersigned and creditor of the undersigned, or [illegible] of the undersigned, or [illegible]

1. To pay all taxes, [illegible] assessments, dues and charges [illegible] on said premises [illegible] and conditions and

2. Without the prior written consent of Bank, not to enter into any [illegible] or permitting any [illegible] to exist upon said premises, existing to exist on and from transferring, selling, assigning in any manner disposing of the real property described herein or any interest therein, or any leases, rents or funds held under escrow agreement relating to said premises and

3. The property referred to in this agreement is described as follows:

One story, brick-veneer, approved roof, one family tenant dwelling situated on Lot 68 Terrace Gardens, Barry Drive, in Greer, S.C.

That if default be made in the performance of any of the terms hereof or default be made in any payment of principal or interest on any notes hereof or referred to 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 of Record may, at chambers or otherwise, appoint a receiver of the described premises with full authority to take possession 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 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 any obligation, duty or liability of the undersigned under the said assignment of rents and profits.

4. That if default be made in the payment of any of the terms hereof or in 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 at its discretion, without notice, [illegible] such payments to be made at such time and in such places as Bank may at its discretion [illegible].

6. Upon payment of all indebtedness of the undersigned to Bank, this agreement shall be and become null and void and of no effect, and until then it shall apply to and be binding upon the undersigned, their heirs, legatees, devisees, administrators, executors, successors and assigns, and inure to the benefit of Bank and its successors and assigns. The default of any of the undersigned under any other agreement with Bank shall, at Bank's option, be deemed a default under this agreement, and any such indebtedness so remaining unpaid shall be and constitute a default under this agreement, and Bank is hereby authorized to rely thereon.

Witness: [signature] x William Thomas Cooke Jr.

Witness: Sherrow D. Simpson x Marion B. Cooke

Witness: [signature] Date: 8-25-78

[signature]

[signature]

Sherrow D. Simpson

Wm. T. Cooke Jr. Marion B. Cooke

David White

[signature]

25 Laurel St. Sherrow D. Simpson

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RECORDED AUG 30 1978 at 10:30 A.M. #6656

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