

Bankers Trust

OCT 20 1978

VOL 1090 PAGE 316
VOL 68 PAGE 783

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: 26 Driftwood Dr., Twin Lakes Sub-division, Piedmont, S.C., as shown on Tax map sheet 609.8, Block 1, Lot 26 of the property of William R. Timmons, Jr. according to Plat of record in the RMC office for Greenville, County in Plat book 000 at page 137. Said property consists of 2.8 acres approximately along with all permanent improvements.

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 Brian H. McClellan Charles N. Cobb
Rebecca A. Grant Gale E. Cobb
 Dated at Greenville Date 10/19/78

State of South Carolina
 County of Greenville
 Personally appeared before me Rebecca A. Grant who after being duly sworn, says that he said in and to the
Charles N. and Gale E. Cobb sign, seal, and as the fact and deed of the
 (Borrowers)

Subscribed and sworn to before me Brian H. McClellan who witnesses the execution thereof
Edward R. Wimberly, Jr. (Witness)
 this 9th day of October 1978

Notary Public, State of South Carolina
 My Commission expires at the end of the term of office of the Governor
 DONNIE S. TANKERSLEY
 6L PH 4 21 SEP 21 4 34 PM '78
 GREENVILLE CO. S.C.
 FILED
 AUG 1979 PAID Bankers Trust of S.C., N.A. Greenville, S.C.
 LONG, BLACK & GIBSON
 Satisfied in Full
 By Edward R. Wimberly, Jr. Ass't.
 Witness Ruth E. Miller
 Witness Marie Miller

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 CD-065 1174
 RECORDED OCT 20 1978 at 1:30 P.M.
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