

Bankers
Trust

RECORDED & FILED
PAID \$ 1.25

FILED
AUG 28 1975
DORIS TANKERSLEY

75 PAGE 168
VOL 1023 PAGE 396

3326-8837

Real Property Agreement

In consideration of such sums and indebtedness as shall be due to Bankers Trust of South Carolina, N.A. (hereinafter referred to as Bank) by or from the undersigned, jointly or severally, and until all 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: **Charles David Goode, his heirs and assigns forever: All my right, title and interest, the same being a on-half undivided interest in and to: All that lot of land situate 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 RMC Office for Greenville County and having according to said plat the following metes and bounds.**

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 justice of the peace, or any other officer or person appointed 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 more 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 Jean Blachard _____ Charles David Goode _____

Witness Doris Stockman _____ Debra L. Goode _____

Dated at Greenville, S. C. _____ Date August 26, 1975 _____

State of South Carolina
County of Greenville _____ Charles D. Tankersley
Recorder

Personally appeared before me Jean Blachard _____ who, after being duly sworn, says that he saw the within named

Charles David Goode and Debra L. Goode _____ sign, seal and as their act and deed deliver the

(Borrowers)
within written instrument of writing, and that deponent Doris Stockman _____ witnesses the execution thereof

Subscribed and signed in presence of William H. Turner _____

the 26 August 19 75 _____ Jean Blachard _____ 5965

My Commission expires at the will of the Governor

Kathy B. Mathey and Cashier _____

Delores Porterfield _____

At 11:45 A.M. _____ 5576

Date August 24, 1975 _____ 2.00 CI

FILED
SEP 3 1981
Doris S. Tankersley
REC
CO-065 1174

FILED
AUG 28 1975
RECORDED
REC OFFICE
COUNTY OF SC
GCTO

5965
Kathy B. Mathey and Cashier
Delores Porterfield
At 11:45 A.M. 5576
Date August 24, 1975 2.00 CI

1975

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