

Bankers Trust

FILED JUN 10 1977 DONNIE S. TAYLOR

INC 1053 PAGE 343 BOOK 77 PAGE 993 40 3503.5449

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 two (2) years following the death of the last survivor of the undersigned, which ever first occurs, the undersigned, jointly or severally, do hereby 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 piece, parcel or lot of land located near the City of Mauldin being known as Lot No. 6, Mauldin Circle, Mauldin, S. C., Greenville County. 5 1/2 rooms, one story detached, brick veneer ranch-type residence with 3 bedrooms, 1 1/2 baths, asphalt composition roof, Luxaire oil warm air furnace and ducts, Comander electric water heater, carport, on paved street. Recorded in the R.E.C. Office for Greenville County in Flat Book "W", page 417, and having metes and bounds as shown thereon.

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, assigns, devisees, administrators, executors, successors and assigns, and inure to the benefit of Bank and its successors and assigns. The effect of any order of 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 portion may and is hereby authorized to rely thereon.

FORM 100

Russell Knighton Benjamin L. Martin
Witness: Russell Knighton, Joseph B. Martin
Director: S.W. Shultz, Jr., 11 March 1977

State of South Carolina
County of: GREENVILLE
Personally appeared before me: Russell Knighton and Benjamin L. Martin
with written instrument of writing and the document with: S.W. Shultz, Jr.
Subscribed and sworn to before me: AT SIMPSONVILLE, S.C.
this 8th day of June 1977

FILED JUL 13 1982 CAROL S. FANTHROP

Notary Seal: DONNIE S. TAYLOR, Notary Public, Greenville, S.C.

S.W. Shultz, Jr. Russell Knighton
Recorded June 10, 1977 at 11:45 AM
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