

VOI 1003 PAGE 370

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 ALL THAT LOT OF LAND WITH BUILDINGS AND IMPROVEMENTS funds held under escrow agreement relating to said premises, and
- ALL THAT LOT OF LAND WITH BRILLOING AND IMPROVEMENTS

 3 The property referred to by this agreement is described as follows THEREN SITUATE ON THE EAST SIDE OF ANGLEWICD DR. NEAR THE

 TOWN OS SIMPSONVILLE, AUSTIN TOWN SHIP GREENVILLE COUNTY SCATH CARBLINA, BEING SHOWN AS LOT 178 ON PLAT OF

 SECTION II, SHEET NO. II OF WESTWAY SUBDIVISION, RECIRDED IN THE R.M.C. OFFICE FOR GREENVILLE COUNTY,

 SC. IN PLAT BOOK 4F, PAGE 45, AND HAVING, ACCURDING TO SAID PLAT, THE FOLLOWING METES AND BOUNDS TO-WIT!

 BEGINNING AT AN IRON PIN ON THE EAST SIDE OF ANGLEWICO DR. AT THE JOINT CORNER OF LOTS 178

 AND 179 AND RUNS THENCE ALONG THE LINE OF LOT 1795, 54-08E, 134, 7 FEET TO AN IRON PIN IN THE

 CENTER OF A CREEK! THENCE ALONG THE CENTER OF SAID CREEK THE TRAVERSE LIVE BEING N. 21-13E.

 CENTER OF A CREEK! THENCE ALONG THE CENTER OF SAID CREEK THE TRAVERSE LIVE BEING N. 31-18 W. 140, LS

 FEET TO AN IRON PIN IN THE CENTER OF SAID CREEK! THENCE ALONG THE LINE OF LOT N. 31-18 W. 140, LS

 FEET TO AN IRON PIN IN THE CENTER OF SAID CREEK! THENCE ALONG THE LINE OF LOT N. 31-18 W. 140, LS

 FEET TO AN IRON PIN ON THE BEAST SIDE OF ANGLEWIND DR. THENCE WITH THE CURRE OF ANLIGURED DR. (THE CHORD BEING S. 3-394)

 10 FRET TO AN IRON PIN ON THE BEAST SIDE OF ANGLEWIND DR. THENCE WITH THE CURRE OF ANLIGURED DR. (THE CHORD BEING S. 3-94)

 11 FRET TO AN IRON PIN ON THE BEAST SIDE OF ANGLEWIND DR. THENCE WITH THE CURRE OF ANLIGURED DR. (THE CHORD BEING S. 3-94) W. 15 FT. TO THE BEGINNING WITH THE CURRE OF ANGLEWIND BRING STORY OF THE PROPRIES OF ANY POWER THE POWER THE PROPRIES OF THE POWER TH 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 rentals 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
 - 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

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WHOSE IN E Claim x & Killer & Harris
Winess Christine R McCouran , - Debotah L. Ducham
Dated at GREGNULLE, S. C Date 7-17-74
State of South Carolina
County of GREENVILLE
Personally appeared before me K.4.115 CCA1N who after being duly sworn says that he saw too within harrist
CHARLES F DURHAM + DEBORAH L DURHAM sign, seal, and as their act and deed deliver the
(Borrowers) within written instrument of writing, and that deponent with CHRISTINE R MC CowAN witnesses the execution thereof
Subscribed and sworn to before me
11/15/2 day of Vart 1974 Hale Can
Notary Public State of South Carolina My Cummission expres at the will of the Governor

RECORDED JUL 22'74 2074

CD-065 1/74