**Bankers Trust**

FILED
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**Real Property Agreement**

1. [illegible] indebtedness as shall be made by, or become due to Bankers Trust of South Carolina [illegible] Bank [illegible] jointly and severally, and until such loans and indebtedness have been paid in full [illegible] thereof [illegible] of the undersigned whichever first occurs the undersigned joint and severally promise and agree

1. To pay [illegible] improvement [illegible] taxes, assessments, dues and charges of every kind imposed or levied upon the real property, [illegible]

2. Without the prior written consent of Bank to refrain from creating or permitting any lien or other encumbrance (other than those presently existing) [illegible] and from transferring, selling, assigning or in any manner disposing of the real property described below or any interest therein [illegible] rents [illegible] agreement relating to said premises; and

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

**All of that lot of land in the County of Greenville, State of South Carolina, with the buildings and improvements thereon, and being known and designated as a part of Lots Nos. 74 & 75 as shown on plat of Augusta Circle which plat is recorded in the R.M.C. Office for Greenville County in Plat Book F at pages 22 and 23, and being described as follows; Beginning at an iron pin on the Northwest side of Tomassee Avenue, in the front line of Lot No. 74, said pin being 56 feet in a northeasterly direction from the point where the Northwest side of Tomassee Avenue intersects with Northwest side of 15 foot street; and running(con't on back)**

That failure to 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 hereto 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 does hereby authorize 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 any obligation, duty or liability of the undersigned in connection with the said assignment of rentals and profits.

4. That failure to make 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 [illegible] of the validity, effectiveness and continuing force of this agreement and any person may, and is hereby authorized to rely thereon.

Witness Mary C. Jordan — Ralph M Traynum

Witness Bettie J Brooks — Barbara Traynum

Place Greenville, S.C. Date 10-13-75

State of South Carolina

County of Buncombe

Personally appeared before me Mary C. Jordan (Witness) who after being duly sworn, says that he saw the within named Ralph M. and Barbara Traynum (Borrower) sign, seal and as their act and deed deliver the within written instrument of writing and that deponent with Bettie Brooks (Witness) witnesses the execution thereof.

Subscribed and sworn to before me Mary C. Jordan

This 13 day of Oct 19 75 — Mary C. Jordan (Witness sign here)

Notary Public for State of South Carolina
My Commission expires at the will of the Governor
3-13-82

3. thence through Lot No. 74, N. 71-35 W. 150 feet to an iron pin in the rear line of Lot No. 109; thence N. 21-35 E. 57 feet to an iron pin in the rear line of Lot 108; thence running through Lot No. 75, S. 71-35 E. 150 feet to an iron pinon the Northwest side of Tomassee Ave., said point being 113 feet Northeast of the intersection of Tomassee Avenue and said 15 foot street; thence with the Northwest side of Tomassee Avenue, S. 21-35 W. 57 feet to the beginning corner.

RECORDED OCT 15 '75 At 12:00 P.M. # 10060

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