

**Bankers  
Trust**

FILED  
DEC 15 1976

JAMES J. MURPHY

R.M.D.

va 1047 no 936

**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, during the 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 in respect of a tract of land in the real property, hereinafter described, and
2. Without the prior written consent of Bank, to refrain from creating or permitting any lien or encumbrance (other than those created by existing taxes or fees) and from transferring, selling, assigning or in any manner disposing of the real property, described below, in trust, lease, or otherwise, or in fees, 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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the state of South Carolina, County of Greenville, in Oaklawn Township, being known and designated as all of Lot No. 4 and the southwesterly 125 feet of Lot No. 6 as shown on a Plat of J.B. and Ellis King, prepared by C.O. Riddle, surveyor, dated April 1962, and having, according to said Plat, the following metes and bounds:**
4. 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.
5. 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.
6. 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.

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Witness: Deborah L. Durha

Deborah

Witness: Gloria Dutts

Bonna Botes

Dated at Bankers Trust of S.C.

Date December 10, 1976

State of South Carolina

Count, of Greenville, S.C.

Personalty appeared before me Gloria Dutts who, after being duly sworn, says that he saw the witness above named.

(Witness) Jac Botes and Bonna Botes

sign seal and as their act and deed deliver the

(Borrowers)

within written instrument of writing and that deponent with Deborah L. Durha witnesses the execution thereof.

(Witness)

Subscribed and sworn to before me Jac Botes

this 10<sup>th</sup> day of December 1976

(Witness sign here)

Notary Public State of South Carolina  
My Commission expires at the will of the Governor

Gloria Dutts

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