Bankers Trust

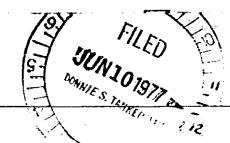
0

Si

v

V 'n

and the state of t



THE STATE OF THE PARTY OF THE P

WOL 1058 MAR 343

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 hom, 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 it survivor of the undersigned, whichever, first occurs the undersigned, jointly and severally, promise and agree

- 1. To pay, pricto, 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 fromtrans ferring selling assigning or in any maniner disposing of the real property described below, or any interest therein; or any leases, rents or funds held under e-screw agreement relating to said premises and
- 3 The properly refreshed 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, Kauldin Circle, Mauldin, S. C., Greenville County.

52 rooms, one story detached, brick vener ranch-type residence with 3 bedrooms, 12 baths, asphalt composition roof, Luxaire oil warm air furnace and ducts, Commander electric water heater, carport, on paved street. Recorded in the R.M.C. Office for Greenville County in Plat Book "WW", page 417, and having

metes and bounds as shown thereon. That if default term ade 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 offect, the rents, and profits, and hold the same is ubject to the further order of said court, but agrees, further that the bank shall have no obligation to perform order have any obligation, duty or liability of the undersigned in connection with the said assignment of rentals and profits.

- 4. That if default be imade in the payment of loans and inderbytedness hereunder or the performance of any of the terms hereof, Bank, at its election, may declare the critic rice maining unpaid principal and interest of any obligation or indebtedness then remaining unipaid to Bank to be due and payable forthwith
- 5. That Bank may arried is hereby authorized and permitted too cause this instrument to be recorded at such time, and in such places, as Bank, in its discretion. may elect
- 6. Upon payment out 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 tund the undesigned their freirs legatees devisees administrators, executors, successors and assigns, and in une to the benefit of Bank and its successors and assigns. The affidavt of any officer or department manager of Bank showing any part of said indebtedness to remain unpaid shall be and constitute coinclusive evoluncies of the validity, effectiveness and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

Win August Brightn Benjamin L. Karting
With Sweet finishtov With Simpsonville, S. C. Oredat Simpsonville, S. C. Date 11 March 1977
State of South Carcolina
COUNTED NYITE
Personally appeared before me Russell Kni4N+on who afterbeing duly sworn says that he saw the within named (Witness)
BENT WHIN A. MINETIN AND TOYCE B MINETIN sign, seal, and as their act and deed deliver the (Britowers)
within written instrument of writing and that deponent with 5.10 J./10 T. J. 32 witnesses the execution thereof
uns 8 during June 19 77 Russila Knicktow
Notary Public Nage (Legith Carolina (Witness sign here)
My Commission explication will of the Governor The Commission explication of the Commission of the Commission explication exp
Swall n.
31117
CD-065 1/14 min Chill Recorded June 10, 1977 at 11:45 A/M

THE REAL PROPERTY.

10.