



VCL 1060 PAGE 502

Real Property Agreement

In consideration of such loans and indebtedness as shall be made by or begine due to Bankers Trust of South Carolina. N.A. There naties 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 inner years following the death of the last survivor of the undersigned, whichever his socially be 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 funds held under escrow agreement relating to said premises, and
- 3 The property referred to by this agreement is described as tollows ALL That certain Piece, parcel of hot of Land, situate, Lying and being in the State of South Catalina, County of Gizeen vitic, being shown and designated as 5.97 acres on Plat entitled "charles Billy Teague and Bibby Wilson Teague" dated November, 1975, Prepared by Dalton + Neves Co., Enq. neers, recorded in the RMC Office for Gizeenvitle County, S.C., in Plat Book 5-Q, Page 50,

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 rentals and profits.

4 If hat 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

3 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 bigd 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 cultivisive evidence of the validity, effectiveness and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness & Silverial Anna Starford . Mickel Mandella River Date Discours of Greenwice S.C. Date July 7TH, 1977

She of South Carolina

Founds of Greenwice S.C.

Thereonally appeared before me & RIVERAN DONE

Mickel And Mildled L. VANde Ketheve . sign sell and as their act and cleed deliver the Borrowers)

Thickel And Mildled L. VANde Ketheve . sign sell and as their act and cleed deliver the Borrowers)

Thickel And Mildled L. VANde Ketheve . sign sell and as their act and cleed deliver the Borrowers.

Subscribed and sworn to before me . William H. Hall

this 7th day of July 1977

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

Witness sign here)

Witness sign here)

RECORDED JUL 1 3 1977

At 1:30 P.M.

CD-065 1/74

1332

TO ME OCCI