## Bankers Trust



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## Real Property Agreement

In consideration of such loans and indebtedness as sharibe made by or become due to Bankers Trust of South Carolina. N.A. (frereinalter 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 funds held under escrowlagreement relating to said premises, and
- 3 The properly referred to by this agreement is described as follows: In Chick Springs Township and being shown and and designated as the "Property of Willie B. Keller and Sammy S. Keller" on a plat prepared by Clifford C. Jones, RLS, dated March 8, 1972, and recorded in the RMC Office for Greenville County in Deed Book 938, at Page 109, and being more particularly described in accordance with said plat, to-wit: (see reverse)

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. 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 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 bend the undersigned, their heirs, legates, devisees, administrators, erecutors, 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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	State of Sowith Carolina
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	(Witness)
	SUSAN Y. DUVALL /WM. LYNN DUVALL sign seal and as their act and check deliver the
	(Borrowers)
	within written instrument of writing, and that depopent with White witnesses the execution thereof
	1 h ( ) witness!
	Subscribed and swoin to before me Will William Milliam Discount M. D. L. H.
	ins 25 Major Sept 19 17
	Notary Public State of South Çarolina (Witness sign here)
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