

**Bankers
Trust**



Vol 1082 pg 8-10

Real Property Agreement

This Real Property Agreement made and entered into between Bankers Trust Company, a National Bank, and John W. Hughes and Linda B. Reynolds, husband and wife, herein collectively referred to as "the parties", and dated this 28th day of June, 1978.

It is agreed by the parties that the undersigned, being trustee of the above named Bank, does hereby, for and in consideration of the sum of One Thousand Dollars (\$1,000.00) paid to him by the parties, doth grant, lease, let and hire unto the parties, the following described real estate, situate in the County of Greenville, State of South Carolina:

All that certain piece, parcel or lot of land being known and designated as Lot No. 113, Section III, of Subdivision known as Peinsettia, said Subdivision being situated within the corporate limits of the Town of Simpsonville, plat of said Subdivision being recorded in the POC Office for Greenville County in Plat Book PPP at page 141.

A more particular description of said numbered lot may be had by reference to said plat. This conveyance is made subject to the restrictive and protective covenants affecting Section III of Subdivision known as Peinsettia, said restrictive and protective covenants (Continued below) being recorded in the POC Office for Greenville County in Plat Book PPP at page 141. The parties further agree that the title to the above described premises is held by the Bank in fee simple absolute, and that the Bank may at any time, for the purpose of assignment, sale, exchange, assignment of rents and profits and otherwise dispose of the same, or lease the same to others, subject to the restrictions and conditions contained in the original deed and in the same subject to the further understanding of the parties, which understanding is as follows:

The parties agree that the payment of rent and indebtedness hereunder or the performance of any of the terms hereof, Bank acts as lessor to the parties, holding the title to the above described premises and interest therein, and that the obligation to pay rent and indebtedness hereunder shall remain in Bank to be due and payable between the parties, notwithstanding any other agreement or understanding to the contrary.

The parties further agree that the title to the above described premises and interest therein, and the obligation to pay rent and indebtedness hereunder shall remain in Bank to be due and payable between the parties, notwithstanding any other agreement or understanding to the contrary.

Being recorded in POC Office for Greenville County in Deed Volume #55 at page 541.

John W. Hughes
Linda B. Reynolds

John W. Reynolds
Linda B. Reynolds

Place Simpsonville, S. C.

Date June 28, 1978

Place of signing Simpsonville

Witness ANN W. HUGHES who after being duly sworn says that he saw the persons named

JAMES S. REYNOLDS and LINDA B. REYNOLDS sign and affix their hands and seals to the

above instrument during the day and date herein above mentioned JAMES H. FORT JR. witness the execution thereof.

Place of signing Simpsonville, S. C.

Date 28th day of June 1978

Witness signature James H. Fort Jr.

Place of signing Simpsonville, S. C.

Date 28th day of June 1978

Witness signature John W. Hughes

My Commission expires December 11, 1978

Signature John W. Hughes

My Commission expires December 11, 1978

Signature John W. Hughes

My Commission expires December 11, 1978

Signature John W. Hughes

RECORDED JUL 10 1978

at 2:00 P.M.

711

[4328 RV-2]