

Bankers
Trust

DONNIE S. TANKERSLEY
R.M.C.

F I L E D

MAR 8 1979

Real Property Agreement

AM 7 8 9 10 11 12 1 2 3 4 5 6 PM

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This instrument is drawn and recorded to be made of record by Bankers Trust of South Carolina, N.A., to whom and its successors in Bank, from the undersigned, Bryan H. McClellan, Melvin E. Smith and Louise Bowling, his wife, who have been jointly and severally by their signature(s) attached hereto and thereto, made and entered into this instrument, for the purpose of establishing a real estate mortgage on the following described property.

1. The undersigned, Bryan H. McClellan, Louise Bowling, and Melvin E. Smith, do hereby mortgage to Bankers Trust the property described below.

2. All rents, profits and issues of the property herein described, whether now due or to become due, arising from or out of the property described above being mortgaged, shall be owing and payable to Bankers Trust on the day of maturity of the principal sum of money herein agreed to be loaned to the undersigned.

3. The principal amount of this agreement is designated as All that certain piece, parcel or lot of land with all improvements thereon, situated, lying and being in the State of South Carolina, County of Greenville on the Western side of Saluda Circle, being known and designated as Lot No. 143 on a plat of Section 3, Westcliffe, by Piedmont Engineers dated June 3, 1965, revised December 24, 1965, and recorded in the RMC Office for Greenville County in Plat Book JJJ at pages 72 and 73.

The undersigned, in the performance of and compliance therewith, shall be liable to make timely payment of all sums of money, interest and any other charges referred to in this agreement, and the undersigned agrees and binds himself, his wife, and his heirs, executors, administrators or otherwise, to convey at a time of the death or incapacity of the undersigned, his wife, or his heirs, executors, administrators, or otherwise, a title to the property herein described, with full authority to take possession thereof and to pay all taxes and expenses arising out of or relating thereto, and hold the same subject to the further entry of said court, but agrees further that the bank shall have no obligation to collect and discharge any taxes or expenses arising out of or relating thereto, if the undersigned is in arrears in the payment of rents or dividends.

4. The date after which non-payment of rents and expenses hereunder or the performance of any of the terms referred to in this agreement may become due, including the date of payment of any damages or costs resulting from non-payment to Bank to be due and payable forthwith to the Bank, and such date shall be the date of commencement of the judgment against the undersigned in any such action as Bank may bring in respect thereto.

5. The undersigned, Bryan H. McClellan, Melvin E. Smith, Louise Bowling, his wife, do hereby acknowledge and agree that they will not, during the term of this agreement, alienate, encumber, lease or otherwise dispose of the property described above to any person, firm, corporation or entity, except by the express written consent of the Bankers Trust, in whose discretion they may grant such consent.

Bryan H. McClellan

Louise Bowling

Melvin E. Smith

Gail F. Smith

Date:

Date:

Place of signing:

Bryan H. McClellan

Melvin E. & Gail F. Smith

Louise Bowling

Rebecca A. Giant

7 - March - 79

Bryan H. McClellan

S, Commissioner of Deeds, etc.
8, Commissioner of Deeds, etc.

RECORDED MAR 8 1979 at 2:00 P.M.

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