Bankers Trust

FILED
DONNIE S. TANKERSLEY
R.M.C.

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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 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 escrow agreement relating to said premises and

3. The property referred to by this agreement is described as follows All that piece, parcel or lot of land, being and situate near the City of Greenville, on the Northeast side of Jaben Drive, County and State aforesaid, being known and designated as Lot No. Nine (9) on plat 2 of the B. P.Crenshaw Property as shown on plat by Dalton and Neves dated Sept. 1956 and which plat has been recorded in the R. M. C. Office for said County in Plat Book LL, page 1[illegible]. This being the same property which was conveyed to John Preston Metcalf and Kathy L. Metcalf by Ernest Millard Zink by deed recorded on Aug. 24,1971 in said office in Deed Book 923, page 388.

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 bind 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 conclusive evidence of the validity effectiveness and continuing force of this agreement and any person may and is hereby authorized to rely thereon

Witness Doris C. Ozmint . Ralph B. Durham Jr.

Witness James D. Head . Cindy K. Durham

Dated at April 12, 1979 Date 4-12-79

State of South Carolina

County of Greenville

Personally appeared before me Doris C. Ozmint (Witness) who after being duly sworn says that he saw the within named Ralph B. Durham, Jr. and Cindy K Durham (Borrowers) sign seal and as their act and deed deliver the within written instrument of writing and that deponent with James D. Head (Witness) witnesses the execution thereof

Subscribed and sworn to before me W. Wendel Cole

this 12 day of April 19 79 Doris C. Ozmint (Witness sign here)

Notary Public State of South Carolina
My Commission expires at the pleasure of the Governor
12-10-79

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RECORDED APR 19 1979 at 11:15 A.M.

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