MAR 23 1983 >

Real Property Agreement

Donnie S. Tarik und fig. http://www.come.come.come.come.come.com/struction/south Carolina N.A. (heremaker referred to as

In consideration of such loans and indetectness as shall be hose by or become due to Bankers Trust of South Carolina. N.A. [herenatic referred to as Bank.] to or from the undersigned confly or severally explicit all of such loans and indetectness have been paid in full or until twenty-one years following the death of the last survivor of the undersigned. Which exertist occurs, the undersigned jointly and severally promise and agree.

- 1. To pay prior to becoming delinquent, all tares, assessments, dues and charges of every kind imposed or leved 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 properly referred to by this agreement's described as knows All that certain piece, parcel or lot of land situate on the western side of Five Oaks Drive, in Greenville County, South Carolina, designated as Lot No. 6 on plat recorded in the RMC Office for Greenville County in Plat Book 6H at page 46 and designated as Lot No. 35 in Block 1 on page 531.1 of the Greenville County, South Carolina Block Book.

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 of 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

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Haun R Eckford On	\dot{n} . $1/p$
Wiess Karen R. Pckford /	Javara , 1.
Dar dal Greenville SC Date 3-14	-8.3
State of South Carolina	
K Granwilla	
Control Greenville	
Programy appeared before me Elizabeth Ann Holford who	after being duly sworn, says that he saw the within names!
(Witness)	
Luis U. Navarro and Pauline Navarro	sign, seal, and as their act and deed deliver the
(Boyoners)	
wan written instrument of writing and that deponent with Karen R. Eckford	wtnesses the execution thereof
(Warness)	8.0.17
Subscribed and sworn to before me Joe P. Sanders. III Joe P.	sources, III,
V A	Distitute State of
ths 14 March 19 83 (Winess sign here)	Zabar, and pagage
Notary Public, State of South Carolina	
My Commission expres at the will of the Governor	V
- June Phabla (1995)	
Ruin Cicquis	
8 12/1/19	
8 10/0/01	
BECORDER MAR 2 3 1983	24030
CD OSS 1/74	
at 11:15 A.M. A. CAROL	