Bankers Trust

DONNIE S. TANKERSLEY
R.M.C.
F I L E D
FEB 5 1979
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To Collateral
John R Longo

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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 in Township Greenville County, State of South Carolina in the City of Greenville on the north side of Cleveland Street being known and designated as Lot #23 of the Subdivision known as McDaniel Heights according to plat of same recorded in Plat Book G at page 213, in the R.M.C. Office for Greenville County, South Carolina, also known as 223 Cleveland St., Greenville, S. C.

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 pages 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: Mary Sentell x John R. Longo

Witness Sheila Chiles x Elizabeth J. Longo

Dated at Greenville, S. C. Date January 30, 1979

State of South Carolina

County of Greenville

Personally appeared before me Mary Sentell (Witness) who after being duly sworn says that he saw the within John R. and Elizabeth J. Longo (Borrowers) sign, seal and as their act and deed deliver the within written instrument of writing and that deponent with Sheila Chiles (Witness) witnesses the execution thereof

Subscribed and sworn to before me Sheila Chiles

this 30th day of January 1979

Notary Public, State of South Carolina
My Commission expires at the will of the Governor

My Commission Expires February 5, 1981

Satisfied in Full
Bankers Trust of South Carolina, N.A.
By [signature] (Asst. Vice Pres.)
Witness Ruth Miller
Witness Lillian Albert

FILED
GREENVILLE CO. S.C.
MAR 14 12 07 PM '79
DONNIE S. TANKERSLEY
R.M.C.

FEB 1979
PAID
Bankers Trust of S.C. N.A.
Greenville, S.C.

26237

RECORDED FEB 5 1979 at 1:00 P.M. 22839

CO-OCS MAR 14 1979 Mauldin & Jenkins.

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