

**Bankers
Trust**

DONNIE S. TANKERSLEY
R.M.C.

F I L E D

FEB 5 1979

To C. F. F. John R. Longo vol 65 page 53
John R. Longo vol 1036 page 503

Real Property Agreement

17, 18, 19, 20, 21, 22, 23, 24, 25, 26

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 heretofore or hereafter signed by the undersigned, he 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 rents 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 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 in 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 Dentell

Witness Sheila Chiles

Dated at Greenville, S. C.

John R. Longo

Elizabeth J. Longo

Date January 30, 1979

State of South Carolina

County Greenville

Personally appeared before me Mary Dentell

(Witness)

John R. and Elizabeth J. Longo

(Provers)

within written instrument of writing and that deponent with Sheila Chiles (Witness)

witnesses the execution hereof.

Subscribed and sworn to before me Sheila Chiles

the 30th day of January, 1979

Bankers Trust of South Carolina, N.A.

Notary Public, State of South Carolina

My Commission Expires January 31, 1979

My Commission Expires February 5, 1979

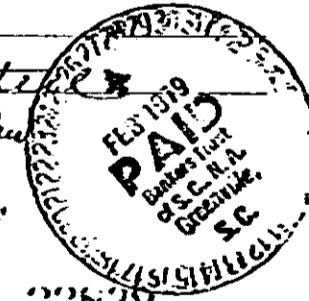
Satisfied in Full

By MARY K. Miller (Aud. & Rec.)

Witness Mary Dentell

Witness Sheila Chiles

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

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COOES MAR 14 1979 at Mauldin v Yorksorgh.

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