

**Bankers
Trust**

DONNIE S. TANKERSLEY
R.M.C.
FILED
MAY 4 1979

va 1101 rise 836

78 rise 773

Real Property Agreement

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

In consideration of such loans and indebtedness heretofore advanced to the undersigned by Bankers Trust of South Carolina, N.A. (hereinafter referred to as Bank) and 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 located at Travelers Rest, S. C., Bates Township, County of Greenville, State of South Carolina and according to Plat property prepared by Terry F. Dill, dated Jan. 17, 1957, this being the identical premises heretofore conveyed to the mortgagor by deed of Eddie W. Cain and Lynda G. Cain dated May 27, 1977 and recorded June 10, 1977 in deed book 1056 at page 306 in the RMB Office of Greenville County.**

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 agree 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 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, legates, devisees, administrators, executors, successors and assigns, and heirs 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.

Betty C. George

Jay A. Whitacre

Witness

Kenneth H. McClain

Pauline L. Whitacre

Witness

Dated at Greenville, S. C.

On April 30, 1979

State of South Carolina

County of Greenville

Personally appeared before me Betty C. George

Jay A. Whitacre and Pauline L. Whitacre

within written instrument of writing and that document with Kenneth H. McClain

Subscribed and sworn to before me Arthur Williams

this 30 day of April 19 79

Notary Public, State of South Carolina
My Commission expires December 30, 1980

Donnie S. Tankersley
R.M.C.

FILED
OCT 18 11 28 AM '82
DONNIE S. TANKERSLEY
R.M.C.

Arthur Williams
Betty C. George

9371
KENNETH E. SOWELL
ATTORNEY AT LAW
500 PETTIGRU STREET
GREENVILLE, S. C. 29601
322 (2.000)

RECORDED MAY 4 1979
at 1:00 P.M.

GC10 2 MY 4 79 1275

1:2501

836

836