Bankers Trust

FILED
SEP 12 1974
DONNIE S. TANKERSLEY
R. M. C.

VOL 1006 PAGE 639

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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 certain piece, parcel or lot of land situate, lying and being in the City of Greenville, County of Greenville, State of S.C. on the western side of Biltmore Drive(formerly known as Brooks Drive) and being known and designated as Lot 21 and 29 of the property of the Estate of Mrs. S. K. Tindall and a portion of the porperty now or formerly belonging to Langdin Cheves, as shown on plat recorded in the R.M.C. Office of Greenville County in Plat Book H, page 235, and having according to a more recent survey prepared by Carolina Engineering and Surveying Co. and recorded in the R.M.C. Office of Greenville

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 of 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: Mary C. Jordan — Michael D. Bailey

Witness: Betty S. Brooks — Diane L. Bailey

Executed at Greenville — Date 9-10-74

State of South Carolina
County of Greenville

Personally appeared before me ~~Betty S. Brooks~~ Mary C. Jordan (Witness) who after being duly sworn saw the within named Michael D. and Diane Bailey sign, seal and as their act and deed deliver the (Borrowers) within written instrument of writing and that deponent with ~~Mary C. Jordan~~ Betty S. Brooks (Witness) witnessed the execution thereof.

Subscribed and sworn to before me Faye T. Deland

this 10 day of Sept 1974 — Mary C. Jordan (Witness sign here)

Notary Public, State of South Carolina
My Commission expires at the will of the Governor
3-13-82

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