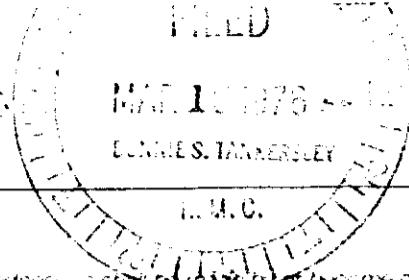


**Bankers Trust**



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**Real Property Agreement**

In consideration of such loans and indebtedness as shall hereinafter 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 lot of land lying in Austin Township, near the Town of Mauldin, in Greenville County, State of S.C., on the southern side of Drury Lane, and the northern side of Haverhill St., shown as Lot #38 of Glendale, on plat thereof recorded in the RMC Office for Greenville County in Plat Book GG on Pg 32 & 33, and according to a more recent plat of the property of Charles R. Moon and Thelma G. Moon, prepared by C.G. Jones, is described as follows:**

**BEGINNING at an iron pin on the side of Drury Lane, at the front corner of Lot #37, and running thence with the line of said lot, S.11 16 W. 155 ft. to iron pin on the northern side of Haverhill St. thence with the northern side of said St., N.78-44 W. 100 ft. to iron pin at the rear corner of Lot 39 thence with the line of said lot, N.11-16 W. 155 ft. to iron pin on the southern side of Drury Lane; thence with**

the **the** 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 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 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, 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.

\* **the southern side of Drury Lane S. 78-44 E. 100 feet to the point of beginning.**

Witness Pam Terrapin, Charles R. Moon

Witness Ada S. Terry, Thelma G. Moon

Dated at Mauldin Date 3-5-76

State of South Carolina

County of GREENVILLE

Personally appeared before me Ada S. Terry who, after being duly sworn, says that he saw the within named

Charles R. Moon + Thelma G. Moon sign, seal and as their act and deed deliver the

(Borrowers) within written instrument of writing, and that deponent with Pam Terrapin witnesses the execution thereof.

Subscribed and sworn to before me at Mauldin, S.C.

this 5 day of March 19 76 (Witness sign here) Ada S. Terry

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

Craig Robin

RECORDED MAR 19 '76 At 11:15 A.M.

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