Bankers Trust
RECORDING FEE

40-3314-3686
PAID \$ 1.25



1VOL 1034 FAGE 870

Real Property Agreement

In consideration of such foans 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 Tourity or severally and untit 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 escribe agreement relating to said premises, and
- The property referred to by this agreement is described as follows:

Garage Building

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 ricreafter 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 places as Bank, in its discretion
- © 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 hers, legatees, devisees, administrators, executors, successors and assigns, and inure to the benefit of Bank and its successors and assigns. The afficient 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.

winess lossed C. Brian	Lore M. Bardin S.
will Audith R. Twardieg	Judith R. Warthap
Dared at Barken Stubb & S.C.	_ Date
State of South Carolina	,
Carrie Greenille	
Prisogally appeared before me Joseph Co Brown	who lafter being duly sworn says that he saw the witten named
Bonones H. Bolding, OK.	the Kill as dieg sign, seal, and as their act and deed deliver the
within written instrument of writing and that defonent with (Witness)	What Por-
Subscribed and sworn to before me	Voset C Brown
Notary Public State of South Carolina My Colomission expires at the will of the Governor	ss sign frequi)
The Carlotte Some Callet Co to the term of the Control of	<i>y</i>

RECORDED APR 16'76 At 11:00 A.M.

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