

**Bankers Trust**

FILED  
GREENVILLE CO. S. C.

MAR 8 12 03 P.M. '77

VOL 1052 PAGE 287

**Real Property Agreement**

DOONIE S. TANNER SLEY  
R.H.C.

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 two (2) 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 due or until all taxes, assessments, dues and charges of every kind and kind or kind upon the real property described below;
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:

**Lot No. 22 Old Mill Court, Old Mill Estates, near City of Greenville, S. C.**

1052  
RV  
87

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 consents 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, 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, effect, verity and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness Aruta C. Upton Sang Don Bai

Witness Man R. [Signature] Inja Bai

Dated at Greenville, South Carolina Date March 7, 1977

State of South Carolina

County of Greenville

Personally appeared before me the undersigned witness who, after being duly sworn, says that he saw the within named

Sang Don Bai and Inja Bai sign, seal and as their act and deed deliver the

within written instrument of writing, and that deponent with the other witness subscribed above witnesses the execution thereof.

Subscribed and sworn to before me \_\_\_\_\_

this 7th day of March 1977. Aruta C. Upton  
Notary Public, State of South Carolina (Witness sign here)  
My Commission expires ~~XXXXXX~~ 11/19/79

RECORDED MAR 8 1977 At 12:03 P.M. 28557

CD-065 1/74

4328 RV-2

4328 RV-2