

VOL 1077 NATE 827

Real Property Agreement

In consideration of such loans and indettedness as shall be make by or become the to Bankers Trust of South Carolina. N.A. (herenater referred to as Bank.) to or from the underspred jointly or severally and until evides such loans and indettedness have been paid in full, or until twenty-one years following the death of the last sun vici of the underspred. whichever first object, the underspred jointly and severally promise and agree.

- 1 To pay prior to becoming desirated at lates assessments dues a dispressible every kind imposed or level upon the real properly described below and 2. Without the prior written consent of Bank to refrain from creating or permitting any ten or other encumbrance (other than those presently existing) to exist on and from transferring sering assigning or in any manner disposing of the real property described below or any interest therein or any leases rents or funds field under escribin agreement relating to said premises, and
- 3 The processy referred to by this agreement is described as forcins. All that tract of parcel of land, lying, being situated in the state and county of Greenville, S.C., 67 S. Fairfield RD. Greenville, S.C. containing 12.10 acres or less.

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 or jurisdiction may all 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 hability 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.
- 6 Upon payment of all indettedness 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, densees, administrators, elecutors, successors and assigns, and inure to the benefit of Bank and its successors and assigns. The affoliated any officer or department manager of Bank showing any part of said indettedness 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

Wires Deboral & Duha Steph B. Trup	
Bross Debbiet Charton Nary W. Tryp	
Owed at Greenville, S. C. Date April 11, 1978	
State of South Carolina	
Court, of Greenville	
Opersonary appeared before me Deborah L. Durham who after being duty sworn says (Witness)	s that he saw the within names!
Stephen G. Tripp and Nancy W. Tripp son seal and as	s their act and deed deliver the
Charles wices instrument of which distribution and the control in	ses the execution thereof
Subscribed and sworm to before me William N Justice	
ths 11 day of April 19 78 (Winess sign here)	Muha
Notary Public State of South Carolina My Commission expires at the will of the Governor	
├─ `\$ ♥	
ທີ່ ເ	
Gr.	31772
and ac 1070 At 11:15 A.M.	OTTI

RECORDED APR 26 1978

CD-065 1/74

resemble

300