

Bankers Trust

FILED GREENVILLE, CO. S. C.

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Real Property Agreement S. TANKERSLEY R.M.C.

In consideration of the loans and indebtedness as shall be made by or become due to Bankers Trust of South Carolina, N.A. (hereinafter referred to as Bank) 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, who hereafter first occurs, the undersigned jointly and severally promise and agree:

- 1. To pay, or to cause to be paid, 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 therefrom, or any proceeds therefrom, relating to said premises, and

3. The property referred to by this agreement is described as follows: All that piece, parcel or tract of land lying in the State of South Carolina, County of Greenville, Town of Simpsonville, shown at lot 1 on plat of property of L. L. Richardson Estate, recorded in Plat Book MY, Page 95, located on the southern side of Richardson St. and being more fully described in accordance with said plat, to-wit: BEGINNING at an iron pin on the southern side of Richardson Street, at the intersection of Bruce Street and running thence S. 5-29 W., 160 feet to an iron pin; thence S. 76-11 W., 35.25 feet to an iron pin; thence N. 13-49 W. 151.04 feet to an iron pin on the southern side of Richardson St., N. 76-11 E., 88.15 feet to the point of beginning.

In full payment of 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 in the performance of any of the terms hereof, the undersigned agrees and does hereby assign the rents and profits arising or to arise from said premises to the bank and agrees that the bank may, at its option or otherwise, appoint a receiver of the described premises, with full authority to take possession thereof, to 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 under this agreement in connection with the said assignment of rents and profits.

4. That in default of 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 it 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 deem fit.

6. In payment of the 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, executors, devisees, administrators, successors and assigns, and inure to the benefit of Bank and its successors and assigns. The absence of any signature of any partner or 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 my hand and seal this 16th day of June, 1974, at Simpsonville, S.C.

Harold L. Hunter and Janice D. Hunter
Ann W. Tankersley
 Date June 16, 1974

Subscribed and sworn to before me this 16th day of June, 1974, at Simpsonville, S.C.

Ann W. Tankersley who after being duly sworn says that he saw the within named Harold L. Hunter and Janice D. Hunter sign, seal and as their act and deed deliver the within written instrument of writing, and that deponent with Ann W. Tankersley witnesses the execution thereof.

(Witness)

Notary Public for South Carolina
 My Commission expires December 11, 1975

Ann W. Tankersley
 (Witness sign here)

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