Bankers Trust

FILED
MAY 13 1975
DONNIE S. TANKERSLEY
R.M.C.

VOL 1018 PAGE 147

Real Property Agreement

[illegible] and such loans and indebtedness as shall be made by, or become due to Bankers Trust of South Carolina, N.A. [illegible] Bank [illegible] from the undersigned, jointly, or severally, and until all such loans and indebtedness have been paid in full, [illegible] the death of the last surviving of the undersigned, whichever first occurs, the undersigned, jointly and severally, promise and agree:

1. To pay promptly when due all taxes, assessments, dues and charges of every kind and description levied upon the real property described below [illegible]

2. Without the prior written consent of Bank, to refrain from creating or permitting any lien or other encumbrance (other than those presently existing) [illegible] on and from transferring, selling, assigning or in any manner disposing of the real property described below, or any interest therein, in any cases, [illegible] under this agreement relating to said premises; and

3. The property referred to in this agreement is described as follows:

All that piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, on the southeast side of Dunlap Drive, known and designated as Lot No. 16 as shown on a plat of the subdivision of property of Lanco, Inc., recorded in the RMC Office for Greenville County in Plat Book RR page 199.

In the event of default in the performance of any of the terms hereof or default be made in any payment of principal or interest on any notes hereof or hereunder 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 any court 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 any such obligation, duty, or liability of the undersigned in connection with the said assignment of rents and profits.

4. In the event of 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 renotarized at such time and in such place 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 an officer or department manager of Bank stating any part of said indebtedness to remain unpaid shall be and constitute [illegible] conclusive evidence, effective against and binding upon this agreement and any person may, and is hereby authorized to rely thereon.

Witness: Bettie S. Brooks — James A. Byrd
Witness: Theresa Hall — Jeanette B. Byrd
Witness: Greenville, S.C. — Date: 5-9-75

Signed, sealed and delivered

State of: Greenville

Personally appeared before me Bettie S. Brooks who after being duly sworn says that she saw the within named James A. and Jeanette B. Byrd sign, seal and as their act and deed deliver the within written instrument of writing and that she with Theresa Hall (Witness) witnessed the execution thereof.

Subscribed and sworn to before me: Faye Y. Leland

this 9 day of May, 19 75 — Bettie S. Brooks (Witness sign here)

Notary Public, State of South Carolina
My Commission expires at the pleasure of the Governor
3/13/83

RECORDED MAY 13 '75 At 11:45 A.M. # 26309

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