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Real Property Agreement

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 twenty years after 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, 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 escrow agreement relating to said premises, and
3. The property referred to by this agreement is described as follows: **All my right title and interest in and to all that certain piece parcel or lot of land in the County of Greenville, State of South Carolina at the Southwest corner of Ward Drive and Lawton Avenue and shown on a preliminary map of J. A. Ward Property recorded in Plat Book BB at page 120 and having according to a recent plat made by R. W. Dalton, Engineer, dated June 1971 the following metes and bounds, to-wit: Beginning at an iron pin on the southwest corner of Ward Drive and Lawton Avenue and running thence with west side of Ward Drive S. 29-25 W. 100 feet to an iron pin; thence N. 81-35 W 182 feet to an iron pin; thence N. 29-25 E. 100 feet to an iron pin on the south side of Lawton Avenue S. 81-35 W. 182 feet to the Beginning Corner.**

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, 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 attestation of any officer or department manager of Bank showing any part of said indebtedness to remain unpaid shall be and constitute prima facie evidence of the validity, effectiveness and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness Martha A. Blackwell Martha A. Blackwell

Witness Jarvis J. Stiles Jarvis J. Stiles

Dated Sept 25 1975 Date Sept 25 1975

State of South Carolina
County of Greenville

Personally appeared before me Kathleen J. Stokes who, after being duly sworn, says that he saw the within named

Witness: Martha A. Blackwell sign, seal and as their act and deed deliver the

(Borrowers) with written instrument of writing, and that deponent with Kay D. Waddell witnesses the execution thereof

Subscribed and sworn to before me Jarvis J. Stiles

this 25 day of Sept 19 75 (Witness sign here) Kathleen J. Stokes

Notary Public, State of South Carolina
My Commission expires at the will of the Governor

My Commission Expires May 8, 1983

RECORDED OCT 10 '75 At 11:30 A.M. # 9680