

Bankers Trust

James V & Mary S. Fellers
6 Ellemers Dr.
Greenville, S. C.

RECORDING FEE
PAID \$ 1.25

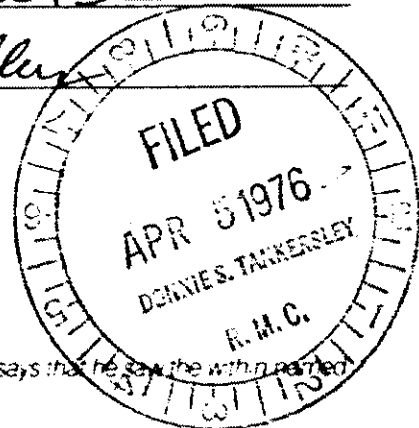
VOL 1034 PG. 214

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-one 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 delinquent, 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 that piece, parcel or lot of land being known as Lot 260 of Section II, Del Norte Estates lying on the eastern side of Ellesmere Drive, as shown on a plat of Section II of Del Norte prepared by Piedmont Engineers, Architects and Planners on record in Plat Book 4N, at pages 12 and 13 in the R.M.C. Office for Greenville County, S.C. and being more fully described by reference to said plat as follows:
BEGINNING at an iron pin at the joint front corner of Lots 260 & 261 and running thence along the line of Lot 261 S. 46-30 E. 128 feet to an iron pin; thence S. 43-30 W. 95 feet to an iron pin at the joint rear corner of Lots 260 & 259; thence N. 48-30 W. 106.4 (see below)
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, 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, effectiveness and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness: Barbara Luther X James V. Fellers
 Witness: Kaye Long X Mary S. Fellers
 Dated at Greenville, S.C. Date MAR 30 1976



State of South Carolina
 County of Greenville

Personally appeared before me Kaye Long who, after being duly sworn, says that he saw the within parties, James V. & Mary S. Fellers, sign, seal, and as their act and deed deliver the

(Borrowers) Kaye Long & Barbara Luther witnesses the execution thereof

Subscribed and sworn to before me this 30 day of March 19 76 Feb. 25, 1983 Kaye Long
 (Witness sign here)

Notary Public, State of South Carolina
 My Commission expires at the will of the Governor
feet to an iron pin on the turn-around of Ellesmere Drive, thence with the curve of said drive N. 10-40 E. 40 feet to an iron pin; thence with Ellesmere Drive N. 43-30 E. 65.1 feet to the point of beginning.
 This is the same property conveyed to Elizabeth M. and James T. Bladon by deed recorded in Deed Book 935, at page 121 in the R.M.C. Office for Greenville County, S.C.

CD-665 1-74 RECORDED APR 5 '76 At 11:30 A.M. 25452

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