

Bankers Trust

RECORDED  
175

FILED  
MAY 4 1976  
DORRIS B. TANKERSLEY  
R. M. C.

VOL 1035 PAGE 739

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: **L. Douglas Hinton and Brenda B. Hinton, their heirs and assigns forever;**

All that certain piece, parcel, or lot of land, together with buildings and improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot 146 on a plat of Woodfields, Section C, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book GG, at page 107, (see reverse side)

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 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, may elect.

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 Gloria Suttles L. Douglas Hinton  
Deborah L. Durham Brenda B. Hinton  
 Dated at Bankers Trust of S.C. Date April 29, 1976

State of South Carolina

County of Greenville

Personally appeared before me Deborah L. Durham who after being duly sworn, says that he, said his own name (Witness)

L. Douglas Hinton and Brenda B. Hinton sign, seal and as their act and deed deliver the

(Before me) Gloria Suttles witnesses the execution thereof (Witness)

Subscribed and sworn to before me Deborah L. Durham

this 29 day of April 19 76 (Witness sign here) Deborah L. Durham

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

and also being shown on a plat of property of L. Douglas Hinton and Brenda B. Hinton dated October 1, 1973, by Campbell & Clark Surveyors, Inc., recorded in the RMC Office for Greenville County in plat Book 5C, page 78, and having the metes and bounds shown thereon.

Being the same property conveyed to the grantors herein by deed dated January 20, 1970, recorded in the RMC Office for Greenville County in Deed Book 883, page 306.

RECORDED MAY 4 '76 At 11:00 A.M. 28335

R. M. C. for G. Co. S. C.

Filed for record in the office of  
the R. M. C. for Greenville  
county, S. C. at 11:00 o'clock  
A. M. MAY 4, 1976  
and recorded in Deed Book  
1035 at page 739

MAY 4 1976  
28335  
KXL  
L. Douglas Hinton  
Brenda B. Hinton  
Brenda B. Hinton  
L. Douglas Hinton  
Dr. M.