

Bankers Trust

FILED
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DONNIE S. TANKERSLEY

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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-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 lot of land situate on the northwest side of Hialeah Road in the city of Greenville, County of Greenville South Carolina, being shown as Lot No. 367 on plat of Section B-1, Gower Estates, made by R. K. Campbell, Surveyor, April 12, 1962, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book XX, page 107, and having according to said plat, the following metes and bounds, to wit:

Beginning at an iron pin on the northwest side of Hialeah Road at the joint corner of Lots 366 & 367 and runs thence along the line of Lot 366 N. 22-45 W. 100 feet to an iron pin; thence N. 29-48 E. 110 feet to an iron pin; thence along the line of Lot 368 S. 69-08 E. 133.1 feet to an (see

below) below that no 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 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 or discharge any obligation, duty or liability of the undersigned 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 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, legates, 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: Kaye Long Kaye Long, W.C. Wirberly
 Witness: Barbara Luther Barbara Luther, Peggy H. Wirberly
 Dated: April 30, 1976 Greenville Date: 4-30-76

State of South Carolina
County of Greenville

Personally appeared before me Kaye Long who, after being duly sworn, says that he saw the within named W.C. and Peggy H. Wirberly sign, seal and as their act and deed deliver the

with written instrument containing and subscribed by Kaye Long & Barbara Luther witnesses the execution thereof.

Subscribed and sworn to before me [Signature] on this 30 day of April, 1976 Kaye Long Witness sign here

iron pin on the northwest side of Hialeah Road; thence with the curve of Hialeah Road (the chord being S. 37-40 W. 100 feet) to an iron pin; thence still with the curve of Hialeah Road S. 52-46 W. 100 feet) to the beginning corner. (See back)