

**Bankers  
Trust**

JUN 22 1976  
DORRIS S. TARRANT  
PARK PLACE BRANCH

VOL 1038 PAGE 423

**Real Property Agreement Title in the name of Rex E. Kerstetter & Elizabeth E. Kerstetter**

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 in the County of Greenville, Paris Mountain Township, State of South Carolina situate, lying and being on the northwestern side of Zelma Drive and being known and designated as Lot No. 25 of Oakland Terrace Subdivision, plat of said subdivision being recorded in the R. M. C. Office for Greenville County in Plat Book "BB", Page 196 and having, according to a more recent survey by H. C. Clarkson, Jr., dated August 31, 1964.**
- 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 Bobby J. Lister, Rex E. Kerstetter

Witness FREDA GANTT, Elizabeth E. Kerstetter

Dated at Greenville, S.C. Date June 14, 1976

State of South Carolina

County of Greenville

Personally appeared before me Bobby J. Lister who after being duly sworn, says that he saw the within named (Witness)

Rex E. Kerstetter & Elizabeth E. Kerstetter sign, seal and as their act and deed deliver the (Borrowers)

with written instrument of writing, and that deponent with Freda Gantt witnesses the execution thereof (Witness)

Subscribed and sworn to before me I, Terri W. Strange

this 14 day of June, 19 76 (Witness sign here) Bobby J. Lister

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

RECORDED JUN 22 '76 At 10:30 A.M.

33382

CD-065 1174

4328 RV-23

0423