

**Bankers
Trust**

FILED
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DONNIE S. JAMESLEY

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George H. Smith, Jr. and Josephine Smith 202 Shadecrest Drive Mauldin, S. C.

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 certain piece, parcel or lot of land located in the County of Greenville, State of South Carolina and being known and designated as lot No. 53 according to a plat entitled Hillsborough Subdivision, Section 1, said plat being dated April 28, 1969 and recorded in the RMC Office for Greenville County in Plat Book WW at Page 56 and being more particularly described according to a more recent plat entitled Property of George H. Smith, Jr. and Josephine Smith by Webb Surveying and Mapping Co. dated April 11, 1974, as follows:
Beginning at a point on the southern side of Shadecrest Drive at the joint front corner of Lots 52 and 53 and running thence with the line of Lot 52, S. 30-45 W. 143.3 feet to a point in the rear corner of Lots 52 and 53; thence, N. 61-10 W. 63.3 feet to an iron pin at the joint rear corner of Lots 54 and 53; thence with the line of Lot 54, N. 4-13 E. 148 feet to an iron pin on the southern side of Shadecrest Drive; thence with the southern side of Shadecrest Drive, S. 68-55 E. 76.5 Feet to an iron pin; thence continuing with the southern side of Shadecrest Drive
4. 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.
5. 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.
6. 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.
7. 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 Donna M. King, George H. Smith Jr.

Witness Candi B. Bumgarner, [Signature]

Dated at Greenville, SC Date April 5, 1977

State of South Carolina

County of Greenville

Personally appeared before me Donna M. King who, after being duly sworn, says that he saw the within named

George H. Smith, Jr. and Josephine Smith sign, seal, and as their act and deed deliver the

(Borrowers) within written instrument of writing, and that deponent with Candi B. Bumgarner witnesses the execution thereof

Subscribed and sworn to before me [Signature]

this 5 day of April 19 77 (Witness sign here) Donna M. King

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

52 and 53 and running thence with the line of Lot 52, S. 30-45 W. 143.3 feet to a point in the rear corner of Lots 52 and 53; thence, N. 61-10 W. 63.3 feet to an iron pin at the joint rear corner of Lots 54 and 53; thence with the line of Lot 54, N. 4-13 E. 148 feet to an iron pin on the southern side of Shadecrest Drive; thence with the southern side of Shadecrest Drive, S. 68-55 E. 76.5 Feet to an iron pin; thence continuing with the southern side of Shadecrest Drive

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