Bankers Trust



TVOL 1059 PAGE 473

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 All that lot of land in the county of Greenville, State

3 The property referred to by this agreement is described as follows of S. C., near Greenville, S. C., known as Lot 42 and the adjoining one-half of Lot 41 on plat of Thornwood Acres, recorded in the RMC office for Greenville County in Plat Book MM, page 59, and having the following metes and bounds, towit: Beginning at an iron pin on the northern side of Longwood Drive, at the corner of Lot 43, which iron pin is situate 378.3 feet southeast of the curved intersection of Drexmoore Drive, and running thence N 42-04 E 167.9 feet to an iron pin; thence S 49-08 E. 150 feet to an iron pin in the center of the rear line of Lot 41, thence through the center of Lot 41, S. 42-04 W 170.6 feet to an iron pin on the northern side of Longwood Drive, thence with said Drive N 47-56 W 150 feet to the point of beginning. 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

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 rickes 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

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.

Wiress Donnie M. Martin . Gardan ... Barland ...

Dated at SEENVICE Date 6-27-11

State of South Carolina

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'A County of GREENVILLE

Personally appeared before me K. H. MECLAIN who after being duly sworn says that he saw the within named

GARLAND REARSON sign, seal, and as their act and deed deliver the

(Borrowers)
within written instrument of writing and that deponent with Bours M. Martin writeeses the execution thereof

Subscribed and sworn to before me (Witness)

Witness (Witness)

Auto Claim:

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

(Witness sign here)

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RECORDED JUN 28 1977 At 11:30 A.M.

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