

**Bankers Trust**

FILED  
OCT 11 1977  
DONNIE S. J.

VOL 1066 PAGE 589

40 3324 6036

**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 situate, lying and being in the County of Greenville, State of South Carolina, designated as Lot No. 18 on a plat of Section II of the Tanglewood Subdivision, recorded in the RMC Office for Greenville County in Plat Book GG at pages 56 and 57, and having the courses and distances shown on said plat.**

(See reverse)

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.

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.

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: Nancy G. Talbot, Howard C Kirk  
 Witness: Wm David White, Lucille J. Kirk  
 Dated at Greenville, Date 10-6-77

State of South Carolina

County of Greenville

Personally appeared before me Nancy G. Talbot who after being duly sworn, says that he saw the within named

Howard C. Kirk / Lucille J. Kirk (Borrowers) sign, seal and as their act and deed deliver the

within written instrument of writing, and that deponent with Wm David White witnesses the execution thereof

Subscribed and sworn to before me Wm David White  
 this 6th day of October 1977 (Witness sign here) Nancy G. Talbot

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

12-9-80

0.58