

**Bankers
Trust**

FILED
NOV 18 1977
DONNIE S. TARKENTON

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Real Property Agreement

This instrument is to be read and understood as made by or become due to Bankers Trust of South Carolina, N.A. (hereinafter referred to as Bank) from the undersigned, jointly or severally, and until all of such loans and indebtedness have been paid in full, on or within twenty-one (21) days following the date of the maturity of the undersigned, whichever first occurs, the undersigned, jointly and severally, promise and agree:

1. To pay promptly when required 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 profits thereon, or any agreement relating to said premises, and

All that lot of land with the buildings and improvements thereon situate on the east side of Sherondale Lane near the town of Simpsonville, Austin Township, Greenville Co., SC being shown as Lot 115 on Plat of Section 11, Sheet No. 11 of Westwood Subdivision, recorded in the Public Office for Greenville, S. C. in Plat Book 11-F, Page 45, and having, according to said plat, the following metes and bounds, to wit: BEGINNING at an iron pin on the east side of Sherondale Lane at the joint corner of Lot 115 and 116 and runs thence along the line of Lot 116 S. 82-29 E. 165.7 feet to a iron pin; thence along the line of Lot 151 S. 0-35 W. 15.2 feet to an iron pin; thence along the line of Lots 143, 142, and 141 S. 57-50 W. 201.1 feet to an iron pin on the east side of Sherondale Lane; thence with the curve of Sherondale Lane (the chord being N. 7-29 W. 19 feet) to an iron pin; thence continue with the curve of Sherondale Lane (the chord being N. 0-21 W. 82 feet) to an iron pin; thence continuing along Sherondale Lane N. 7-31 E. 74 feet to the beginning corner.

That in default of the performance of any of the terms hereof, or in default of 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 any duty or liability 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, at its election, authorize and permit to cause this instrument to be recorded at such time and in such places as Bank, in its discretion, may deem fit.

6. Upon payment of the 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, executors, administrators, executors, successors and assigns, and inure to the benefit of Bank and its successors and assigns. The failure of any officer or department manager of Bank showing any part of said indebtedness to remain unpaid shall be and constitute a breach of the covenants, conditions and terms of this agreement and any person may and is hereby authorized to rely thereon.

Witness my hand and seal this 15th day of November 1977 at Simpsonville, S. C.

Ann W. Hughes
Russell Knighton

Henry F. Burdette
Pam Burdette

Date: 15 November 1977

State of South Carolina
County of Greenville

Ann W. Hughes, who after being duly sworn, says that he saw the within named
Henry F. Burdette & Pam Burdette sign, seal and as their act and deed deliver the
within written instrument of writing, and that dependent with Ann W. Hughes witnesses the execution thereof
at Simpsonville, S. C.

This 16th day of Nov. 1977
at Simpsonville, S. C.
Russell Knighton
(Witness sign here)

Notary Public, State of South Carolina
M. C. [Name] expires [Date] of the Governor

Ann W. Hughes
Ann W. Hughes

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RECORDED NOV 18 1977 At 9:45 A.M.

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