

Bankers Trust



Vol 137, 33

0038

Real Property Agreement

In consideration of such loans and indebtedness as shall be provided for in the Bankers Trust of South Carolina, N.A. (hereinafter referred to as "Bank") to or from the undersigned, and of several and unto the said loans and indebtedness have been paid in full of all twenty (20) years following the death of the last survivor of the undersigned, which term first occurs, the undersigned, jointly and severally, do hereby agree:

1. To pay, prior to becoming subject to any assessments, dues and charges of every kind in respect of 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, leasing, assigning or in any manner disposing of, the real property described below, or any interest therein, or any leases, rents or funds held under esrow 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 situate, lying and being on the southeastern side of Hudson Road, in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 98 on plat of Merrifield Park, Section III, prepared by Piedmont Engineers and Architects, dated June 27, 1972, recorded in Plat Book 4-R, Page 27-A, said plat being craved for a more complete description.

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 agree, and do hereby assign the rents and profits arising or to arise from said premises to the bank and agrees that any judge or arbitrator may, at his/her 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 use 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, effect, verity and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness S. Gray Walsh Howard E. Baker

Witness Linda M. Bean

Dated at Greenville, S. C. Date February 13, 1978

State of South Carolina

County of Greenville

Personally appeared before me Linda M. Bean who after being duly sworn, depose and state that she is the undersigned

Howard E. Baker (Witness) sign, seal and as their act and deed deliver the

(Borrowers) S. Gray Walsh witnesses the execution thereof

Subscribed and sworn to before me S. Gray Walsh

this 13 day of February 19 78 (Witness sign here) Linda M. Bean

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

1-2501

RECORDED FEB 21 1978

At 11:00 A.M.

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