

**Bankers Trust**

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**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 a lien, all taxes, assessments, dues and charges of every kind in or out of 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, 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 escrow agreement relating to said premises; and
3. The property referred to by this agreement is described as follows:

All that piece, parcel or tract of land including the buildings and improvements thereon situate, lying and being on the westerly side of Dunklin Bridge Rd, containing 37 acres, more or less, and including a small lot of land on the East side of Dunklin Bridge Road having a Depth of 50 feet, the said 37 acre tract having according to plat of C.O. Riddle, R.L.S. dated June 1969

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 arbitrator 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.

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, in its 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, assigns, 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, force and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness Deborah L. Durham Bobby Joe Fugate

Witness Jean Chapman Lois B. Fugate

Dated at Greenville South Carolina Date March 17, 1978

State of South Carolina

County GREENVILLE

Personally appeared before me Deborah L. Durham who after being duly sworn, depose and testify that the

BOBBY JOE FUGATE AND LOIS B. FUGATE sign, seal and as their act and deed deliver the

with written instrument of writing, and that dependent with Jean Chapman witnesses the herein thereof

Subscribed and sworn to before me Marshall C. Pickens

this 16 day of MARCH 19 78 (Witness sign here) Deborah L. Durham

Notary Public, State of South Carolina  
My Commission expires at the will of the Governor  
Marshall C. Pickens  
MY COMMISSION EXPIRES 12-30-80

Recorded March 24, 1978 at 2:00 P/M

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