

Bankers Trust

JUN 16 1978
DONNE S. TANKERELLE
S.C.

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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 five (5) 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 the coming due of all taxes, assessments, dues and charges of every kind imposed or levied up on 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 thereunder, nor a agreement relating to said premises, and
- 3. The property referred to by this agreement is described as follows:

House and lot located at 225 McDonald Street, Greenville, S.C. 29609

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 if default be made in the performance of any of the terms hereof, 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 commission may, at its/her/his 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 this hereby authorized and permitted 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 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 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 obligations hereof of this agreement and any person may and is hereby authorized to rely thereon.

Witness my hand and seal this 15th day of June 1978 at Greenville, South Carolina.

Marilyn Marks *Alea M. Gray*
Marc H. Johnson *Susan W. Gray*

State of South Carolina

County of Greenville

Notary Public in and for the State of South Carolina, *Marc H. Johnson*, do hereby certify that *Alea M. and Susan W. Gray* are the persons who appeared before me, signed and acknowledged to me the foregoing instrument as their own free and voluntary act and deed.

Witness my hand and seal this 15th day of June 1978 at Greenville, South Carolina.

Marilyn Marks *Marc H. Johnson*
 (Witness) (Witness sign here)

Notary Public, State of South Carolina
 My Commission Expires February 5, 1984

RECORDED JUN 16 1978

at 3:00 P.M.

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