

Bankers Trust

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DEPARTMENT OF REVENUE

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Real Property Agreement

1. The principal or principal part of any debt or indebtedness as shall be made by or become due to Bankers Trust of South Carolina, N.A. (hereinafter referred to as Bank) shall be secured by a mortgage, lien or security interest in and to the real property described below and until all of such debts and indebtedness have been paid in full or until twenty-one years following the date of the last payment of the indebtedness, whichever first occurs, the undersigned, jointly and severally, promise and agree:

- 1. To pay or to be bound to pay 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 to lease, rents or profits therefrom under any 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 in Gantt Township, Greenville County, South Carolina, being shown and designated as lot No. 210 on a plat of August Acres, Property of Marsden, Inc., recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book S, Page 201, and having, according to said plat.**

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 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.

4. That if default be made in the payment of debts 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 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, 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 Deborah L. Durham Charles H. Wardlaw

Witness Jean M. Ashley Martha J. Wardlaw

Dated at Greenville, South Carolina Date June 20, 1978

State of South Carolina

County of Greenville

Personally appeared before me Deborah L. Durham who, after being duly sworn, says that he saw the within named

Charles H. Wardlaw and Martha J. Wardlaw sign, seal and as their act and deed deliver the

within written instrument of writing, and that deponent with Jean M. Ashley witnesses the execution thereof

Subscribed and sworn to before me William H. Turner
this 20 day of June 19 78 (Witness sign here) Deborah L. Durham

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

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