

**Bankers  
Trust**

NOV 27 1978

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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 delinquent 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 funds held under escrow agreement relating to said premises and

3. The property referred to by this agreement is described as follows: **Lot no. 27 of Section II of Colonial Hills Subdivision Greenville County, State of S.C. Beginning at an iron pin on the southern side of Embury Street at the joint front corners of Lots nos. 26 and 27 and running thence with the line of Lot no. 26 S. 5-55 E. 150 feet to an old iron pin; thence S. 73-16 W. 100 feet to an old iron pin in the joint rear corner of Lots nos. 27 and 26; thence with the line of Lot no. 26 N. 3-11 W. 168.9 feet to an iron pin on the southern side of Embury Street; thence with the line of Embury Street N. 84-05 E. 90 feet to the beginning corner.**

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 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 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 Barbara Chamberlain ✓ Carolyn N. Buckner

Witness Barbara Shiller ✓ Garry W. Buckner

Dated GREENVILLE, SC Date 11-20-78

State of South Carolina

County of GREENVILLE

I, Barbara Chamberlain who after being duly sworn says that he stands with intent as witness:

CAROLYN N. BUCKNER AND GARRY W. BUCKNER sign seal and as their act and deed deliver the (Brethrens)

written instrument of writing and this document with Barbara Shiller witnesses the execution thereof (Witness)

Subscribed and sworn to before me Kenneth H. McClain

this 20<sup>th</sup> day of Nov. 1978 Barbara Chamberlain (Witness sign here)

Notary Public, State of South Carolina  
My Commission expires 12-31-80

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RECORDED NOV 27 1978 at 12:30 PM.

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