

**Bankers
Trust**

FILED
GREENVILLE CO. S. C.

MAY 18 10 38 AM '79

DONNIE S. TANKERSLEY
R.M.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 twenty-one years following the death of the last survivor of the undersigned, and thereafter, the undersigned, jointly and severally, promise and agree:

1. To pay, prior to becoming due, all taxes, assessments, dues and charges of every kind and nature which may be levied upon the real property described below, and

2. With the prior written consent of Bank, to refrain from leasing or permitting any ten or other arrangement 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 profits thereon, except pursuant to an agreement relating to said premises, and

3. The property referred to by this agreement is described as follows: **All that piece and parcel or lot, lying in the County of Greenville, state of S.C. on the southwestern side of Sunderland Dr. and being known as Lot 47 of Westcliffe, recorded in the RMC office for Greenville County, plat book YY pg. 168 and 169. Beginning at an iron pin on the SW side of Sunderland Dr. at the joint line of lot 47 & 48, running along the joint line S. 12-27 W 200 Ft. to an iron pin; thence N 66-37 W 176.5 ft. to an iron pin; thence N 10-22 W 53.3 ft. to an iron pin; thence along the joint line of lots 46 & 47 N 59-51 E 225 Ft. to an iron pin, thence along the SW side of Sunderland Dr. S 26-50 E 45 ft. to the point of beginning.**

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: Shelia Pullen Loyd D. Tillotson

GIVEN: Susie Dudge Rita C. Tillotson

Dated at Greenville S.C. Date May 9, 1979

State of South Carolina
County: Greenville

Subscribed and sworn to before me Susie Dudge and after being duly sworn, says that he saw the within named

Loyd D. & Rita Tillotson sign, seal, and as their act and deed, deliver the

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written instrument of writing, and that deponent with Shelia Pullen witnesses the execution thereof.

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Subscribed and sworn to before me at Greenville, Patricia M. Pace

Notary Public, State of South Carolina
My Commission Expires at the will of the Governor
this 9 day of May, 19 79
Witness sign here: Patricia M. Pace
Susie Dudge

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RECORDED MAY 18 1979
at 10:38 A.M. 33802

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