Bankers Trust

DONNIE S. TANKERSLEY
R.M.C.
F I L E D
JUN 15 1979
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Real Property Agreement

[illegible] Bankers Trust [illegible] Bank [illegible] jointly or severally and until all such loans and indebtedness have been paid [illegible] the undersigned will deliver first [illegible] the undersigned [illegible]

1. [illegible] assessments [illegible]

2. [illegible] Bank [illegible] said premises [illegible]

3. The property intended to be [illegible] agreement is described as follows:

All that piece, parcel or lot of land, containing 2.0 acres more or less, situated, lying and being on the Eastern side of the Cleveland Road (also known as Ponders Road), in Greenville County, South Carolina being shown on a plat made by James P. Strickland, RLS, dated Febuary 1978. This being a portion of the same property conveyed to the grantor by deed of T. H. Cromer recorded in the RMC Office, Greenville County in Deed Book 306, page 314.

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 of 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 rentals 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 deem.

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: Jill R. Kirby, Alex G. McCall

Witness: Rebecca A. Grant

Dated at: Greenville, S.C. Date: June 4, 1979

State of South Carolina

County of Greenville

Personally appeared before me Jill R. Kirby (Witness) who after being duly sworn, says that she saw the within named Alex G. McCall (Borrower) sign, seal and as his act and deed deliver the within written instrument of writing and that deponent with Rebecca A. Grant (Witness) witnessed the execution thereof.

Subscribed and sworn to before me Brian H. McClelland

this 4th day of June 1979 Jill R. Kirby (Witness sign here)

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

Brian H. McClelland

Notary Public State of South Carolina
My Commission Expires [illegible]

RECORDED JUN 15 1979
at 12:00 P.M. 37243

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