

**Bankers  
Trust**

DONNIE S. TANKERSLEY  
R.M.C.  
**FILED**  
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**Real Property Agreement**

This instrument of sale, with and without deed, shall be made by or be made due to Bankers Trust of South Carolina, N.A. hereinafter referred to as "Bank" in favor of the undersigned jointly or severally, and until all of said 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, or cause to be paid, 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, leasing, 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 in this agreement is described as follows:

*see attached*

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 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 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, legates, 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.

**BUFFKIN-CAMPBELL ENTERPRISES**

Witness: William A. Bridges . Howard C. Leggett

Witness: [Signature] . Terry Buffkin

Dated at Greenville, S.C. Date June 28, 1979

State of South Carolina

County of Greenville

Personally appeared before me William A. Bridges who after being duly sworn, said that he saw the within named

Thomas W. Campbell and Terry Buffkin sign said and as their act and deed deliver the

within written instrument of writing, and that deponent with [Signature] witnesses the execution thereof.

Subscribed and sworn to before me Edward Ray Wimberly, Jr.

on 28<sup>th</sup> day of June 19 79 William A. Bridges

Notary Public, State of South Carolina  
My Commission Expires Aug. 23, 1987

Notary Public, South Carolina State of Large  
My Commission Expires Aug. 23, 1987

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