

**Bankers
Trust**

FILED

JUL 20 1978

DONNIE S. TANKERSLEY

R. H. C.

3329-7446

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BOOK 74 PAGE 1839

Real Property Agreement

In consideration of such loans and indebtedness as may be made by or become due to Bankers Trust of South Carolina, N.A. (hereinafter referred to as "Bank") to or from the undersigned joint tenants, and until all of such loans and indebtedness shall be satisfied in full, or until five (5) 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 which may be levied upon the real property described below, and
- 2 Without the prior written consent of Bank, to refrain from creating or permitting any leasehold or 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: All that piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, known and designated as Lot No. 306, as shown on a plat of the subdivision of GOWER ESTATES, Section B, recorded in the RMC Office for Greenville County in Plat Book XX pages 36 and 37.

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 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 Brian H. McClellan

Edgar H. McClellan

Witness Edward P. Wimberly, Jr.

Alice A. McCandless

Dated Greenville, SC

Date 7/12/78

*Edward P. Wimberly,
Alice A. McCandless*

State of South Carolina

Court Greenville

Personally appeared before me Brian H. McClellan, who after being duly sworn, says that he saw the above named

Edgar H. and Alice A. McCandless (Witness) sign, seal and affix their hands thereto and deliver the

within instrument of writing, and that deponents were Edward P. Wimberly, Jr. (Witness)

witnesses the execution thereof.

Subscribed and sworn to before me Kathleen J. Phillips (Witness)

this 12th day of July 1978

Notary Public State of South Carolina My Commission Expires October 14, 1988

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FILED 14020 1981

RECORDED July 20 1978 at 12:00 P.M.

CLERK'S OFFICE Greenville, SC

WITNESS Sally B. McPherson, Clerk

WITNESS Patricia Willard

WITNESS John H. McClellan

WITNESS Edgar H. McClellan

WITNESS Edward P. Wimberly, Jr.

WITNESS Alice A. McCandless

WITNESS Patricia Willard

WITNESS John H. McClellan

WITNESS Edgar H. McClellan

WITNESS Edward P. Wimberly, Jr.

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