Bankers Trust

FILED
MAY 2 1977
DORNIE S. TANKERSLEY
R. M. C.

3600 - 7856

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BOOK 76 PAGE 1447

Real Property Agreement

In consideration of such loans and indebtedness [illegible] 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:

Elmore James Bailey, his heirs and assigns forever:
All that lot of lard in the county of Greenville, State of South Carolina in Mauldin,S.C. and being shown as lot no. 1 on the unrecorded plat of property of J.W. Whitt and also being known as lot no. 1 of the property of Elmore James Bailey according to plat of record in the R.M.C. Office for Greenville County in Plat Book LL at Page 169.
Also the grantor herein quit claims all right title and interest in and to street surrounding the property as will appear by reference to deed book 486 at page 136. The grantee takes said property subject to the mortgage of $6,000.00 to Laurens Federal Savings & Loan Association as will appear by reference to mortgage book 575 at page 163.

The party [illegible] rents and profits arising or to arise from said premises to the Bank hereunder, and hereby authorizes and empowers the Bank, without notice, 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 claims 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: Donna Fillippelli — Elmore J. Bailey
Witness: Diane Vaughn — Doris P. Bailey
Dated at: Mauldin — Date: 4-28-77

State of South Carolina
County of: Greenville

Personally appeared before me: Diane Vaughn (Witness) who, after being duly sworn, saw the within Elmore J. & Doris P. Bailey (Borrowers) sign, seal and as their act and deed deliver the within written instrument of writing and that deponent with Donna Fillippelli (Witness) saw the other witness subscribe and sworn to before me: Craig Palmer

This 28 day of April, 1977 — Diane Vaughn (Witness sign here)

Notary Public, State of South Carolina
My Commission expires at the will of the Governor
10-11-80

FILED
APR 5 1982
Connie S. Tankersley
R.M.C.

APR 5 1982

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Recorded May 2, 1977 at 2:30 P.M.

295 1/2 [illegible]
Witness: Carole Jordan
#141 Delaine C. [illegible]