

Bankers Trust

40 3601 7371

Davis

BOOK 80 PAGE 1769
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Real Property Agreement

In consideration of such loans and indebtedness as shall be made by or become due to Bank's trust of 1978... (Bank) to or from the undersigned, jointly or severally, and until all of such loans... 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 or 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 kind of 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: iron pin; thence N. 33-30 E. 120 feet to an iron pin; thence S. 61-33 E. 174 feet to an iron pin on the northwestern edge of Garrison Road; thence with the edge of said Road; N. 13-57 W. 100 feet 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.

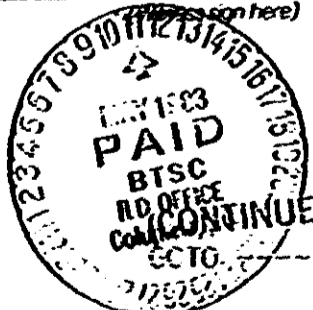
6 Upon payment of all indebtedness of the undersigned to Bank this agreement shall be and become void and of no effect, and until then it shall apply to and bind the undersigned, their heirs, legatees, devisees, administrators, executors, successors and assigns, and inure to the benefit of Bank and its 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 Donna Filippelli x Kevin B. Davis
 Witness Ada S. Terry x Ralph E. Davis
 Dated at MAULDIN Date April 21, 1978

State of South Carolina
 County of GREENVILLE
 Personally appeared before me Ada J. Terry who, after being duly sworn, says that he saw the within named Ralph E. & Karen S. Davis sign, seal and as their act and deed delivered to me Donna Filippelli witness the execution thereof.
 Subscribed and sworn to before me AT MAULDIN



the 21 day of April 19 78
 Notary Public, State of South Carolina
 My Commission expires at the will of the Governor
Craig Robinson
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 CD-055 1174
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 Date May 11, 1983
 Collected in Full
 B. Betty Bledsoe Post #11
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