

Bankers Trust

SEP 12 1978
S. TANKERSLEY
S.C.

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BOOK 611 PAGE 301

0301

Real Property Agreement

In consideration of such loans and indebtedness as shall be made by 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 ten (10) 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: All that certain piece, parcel or unit situate, lying, and being in Greenville, S.C., known and designated as Unit #92 of Trentwood Horizontal Property Regime as is more fully described in Master Deed dtd. October 16, 1974 and recorded in the RMC Office for Greenville in Deed Volume 1008 at pages 527-611 and survey and plot plan recorded in Plat Book 5H at page 481, Master Deed was amended June 2, 1976 and recorded in the RMC Office for Greenville in Deed Volume 1038 at pg. 140, said Master Deed was subsequently amended by second amendment recorded July 7, 1978 in the RMC Office for Greenville in Deed Volume 1082 at page 742.

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 a judicial officer or arbitrator 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, assigns, devisees, administrators, executors, successors and assigns, and inure to the benefit of Bank and its successors and assigns. The payment of any portion of any 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 Robert E. Howard William J. Goodman

Witness Shula Chiles Barbara O. Jordan

Directed Greenville, S.C. Date September 7, 1978

State of South Carolina Greenville

As duly appointed before me Robert E. Howard who after being duly sworn, said to me that he is the

Witness William J. and Barbara Goodman sign seal and as

Witness Shula Chiles witnesses the execution of this instrument

Subscribed and sworn to before me Shula Chiles

Witness September 7, 1978 Robert E. Howard

My Commission Expires 1-25-81 of the Governor

PAID
NOV 1978
Bankers Trust
of S. C., N. A.
Greenville, S. C.

1-25-81

RECORDED SEP 12 1978 at 10:00 A.M. 8059

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