

JAN 19 '79
JAMES S. TANKERSLEY

REAL PROPERTY AGREEMENT VOL 1035 PAGE 717

In consideration of such loans and indebtedness as shall be made by or become due to THE BANK OF GREER, GREER, S. C. (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: ^{and part of lot of land situate at the southwest corner of the intersection of East Lee Rd. and Heathwood Dr.} in Greenville County, S. C., being shown as lot 2 on plat of Heathwood, recorded in the REC Office for Greenville County, S. C., in plat book 44, page 35, and having the following notes and bounds, to-wit: BEGINNING at an iron pin on the south side of East Lee Rd., at the joint front corner of lot 1 and lot 2, and runs thence along the line of lot 1, S. 17-33 W. 196.1 feet to an iron pin; thence S. 72-27 E. 99.8 feet to an iron pin on the west side of Heathwood Dr.; thence along Heathwood Dr., S. 17-33 W. 165 ft. to an iron pin; thence with the curve of Heathwood Dr. and East Lee Rd. (the chord being S. 25-30 W. 36.7 feet) to an iron pin on the south side of East Lee Rd.; thence along East Lee Rd., S. 84-40 E. 75 feet to the beginning corner. THIS is the same lot conveyed to grantors of Heathwood by deed of the said Bank and recorded Sept. 17, 1975 in deed vol. 1024, page 342 of the REC Office for Greenville Co., S. C.

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, or 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.

4. That if default be made in the performance of any of the terms hereof, or if any of said rental or other sums be not paid to Bank when due, 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 the 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 Sandra J. Rollins John Mitchell (L.S.)
 Witness Dan W. Sloan Stacy H. Mitchell (L.S.)

Dated at: Greenville, S. C.
Jan 11, 1979
 Date

State of South Carolina
 County of Greenville

Personally appeared before me Sanders J. Rollins who, after being duly sworn, says that he saw
 (Witness)
 the within named John S. Mitchell, Sr. and Stacy H. Mitchell sign, seal, and as their
 (Borrowers)
 act and deed deliver the within written instrument of writing, and that deponent with Dan W. Sloan
 (Witness)
 witness the execution thereof.

Subscribed and sworn to before me
 this 11 day of Jan, 19 79

Dan W. Sloan
 Notary Public, State of South Carolina
 My Commission expires 5-22-79

Sandra J. Rollins
 (Witness sign here)

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RECORDED JAN 19 1979 at 11:30 A.M. 21405

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