

DONNIE S. TANKERSLEY  
R.M.C.

FILED

REAL PROPERTY AGREEMENT

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AUG 29 1979

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 (21) days 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 piece, parcel or lot of land in the city of Greenville, County of Greenville, State of South Carolina, situate, lying and being at the southeastern corner of the intersection of Robinson Street and West Croft Street and being shown and designated as the northern portion of Lot No. 27 on a plat entitled "Property of Terry D. Thomason and Virginia M. Thomason", prepared by Carolina Surveying Company, dated January 9, 1978, and recorded in the RMC Office for Greenville County, in Plat Book 6L at Page 66, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Robinson Street, said pin being 50 feet south of the southeastern corner of the intersection of Robinson Street

(cont on back)  
That if default be made in the performance of any of the terms hereof, or if 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: *J. Larry Loi* (L.S.)  
Witness: *Judith A. Ritter* (L.S.)  
*Terry D. Thomason* (L.S.)  
*Virginia M. Thomason* (L.S.)

Dated at: Bank of Greer, Taylors, S. C.  
August 16, 1979  
Date

State of South Carolina  
County of Greenville

Personally appeared before me *Judith A. Ritter* who, after being duly sworn, says that he saw the within name *Terry D. Thomason and Virginia M. Thomason* sign, seal, and as their (Borrowers)

act and deed deliver the within written instrument of writing, and that deponent with *J. Larry Loi* is (Witness)

witness the execution thereof.

Subscribed and sworn to before me  
this 16 day of August 1979

*Judith A. Ritter*  
(Witness sign here)

Notary Public, State of South Carolina  
My Commission expires *My Commission Expires May 22, 1989*

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