

DONNIE S. TANKERSLEY  
R.M.C.  
FILED

VOL 1110 PAGE 654

REAL PROPERTY AGREEMENT

AUG 24 1979  
AM  
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1. The undersigned, jointly and severally, and until all of such loans and indebtedness have been paid in full, or until twenty-one (21) years following the death of the last survivor of the undersigned, whichever first occurs, the undersigned, jointly and severally, promise and agree to pay, prior to maturity, if 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 easement agreement relating to said premises; and

3. The property referred to by this agreement is described as follows: ALL that certain tract of land in said State and County, Highland Township, having the following metes and bounds and courses and distances, lying on both sides of the Highland and Tigerville Rd: BEGINNING on a stake on the G. B. Dill line and with said line N. 42-30 W. 526 ft. to a stake on the N. side of said road; thence with said line N. 1 W. 464 ft. to a stake on the said line; thence S. 68 W. 175 ft. to a stake on the branch; thence S. 11-30 E. 87 ft. to a stake; thence S. 6-30 W. 272 ft. to a stake on the branch; thence S. 30-30 E. 145 ft. to a stake on the S. side of said road; thence S. 39-30 E. 508 ft. to a stake in the field thence, N. 54-45 E. 168 ft. to a stake; the beginning corner, and the same tract of land conveyed to J.W. Barbare by Judge M. Rogertson by deed recorded in the RMC Office

That in 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 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. (over)

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, legates, 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 containing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness Sandra J. Rollins (L.S.)  
Witness Joe G. Barbare (L.S.)  
Witness Virginia B. Barbare (L.S.)

Dated at: Greer, S. C.  
8-28-79  
Date

State of South Carolina  
County of Greenville

Personally appeared before me Dan W. Sloan Sandra J. Rollins, after being duly sworn, says that he saw the within named Joe G. and Virginia B. Barbare sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Sandra Rollins Dan W. Sloan witness the execution thereof.  
(Witness)

Subscribed and sworn to before me this 28 day of Aug. 1979

Dan W. Sloan  
Notary Public, State of South Carolina  
My Commission expires \_\_\_\_\_

Sandra J. Rollins  
(Witness, sign here)

CONTINUED ON NEXT PAGE

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