



REAL PROPERTY AGREEMENT

6001150-475

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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 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

(c), 2. Without the prior written consent of Park, to refrain from creating or permitting any lien or other encumbrance (other than those presently existing) to exist; and from transferring, selling, assigning or in any manner disposing of, the real property described below, or any interest therein; or any lease, power 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 Chick Springs Township, County of Greenville, State of South Carolina, located on the Southern side of Henderson Circle and being shown and designated as Lot Number Five (5) on plat of property made for Addie W. Long, recorded in plat book "FFF" page 25, Greenville County R.M.C. Office and having the following metes and bounds, -towit:

BEGINNING on the southern side of Henderson Circle at the joint front corner of lots 5 and 16 running thence S. 47-15 W. 200 feet; thence S. 45-00 E. 100 feet along a drainage easement; thence along the line of Lot No. 4, N. 47-15 E. 200 feet to Henderson Circle; thence along the southern side of Henderson Circle, N. 45-00 E.

100 feet to the beginning corner. (Continued on back)
That it shall be made a debt due at any time or times 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 herein, 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 Longfellow
Ruth B. Moore

Witness: Karl R. Hawe

Bank of Greer, Taylors, S.C. 29687

6-19-81

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State of South Carolina

City of Greenville Ruth R. Tove

Personally appeared before me, John J. O'Brien, Esquire, a Notary Public, who, after being duly sworn, says that he saw

(Witnesses)

Carrol G. Hamet and Othello C. Hamet

Other

set and doth deliver the within written instrument of writing, and that deponent witnesseth that he is now of full age and sound mind, and doth make and publish his true intent and meaning to be that the said instrument of writing be taken and held to be a valid and sufficient discharge for all moneys due or to become due unto the said John C. Loftis.

■ Name the operating theories

Subscribed and sworn to before me
19 June, 1981

Notary Public, State of South Carolina
My Commission expires January 22, 2009
S-111

Putt R. Tamm

(Witness sign here)

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