

FILED
NOV 15 1982
11
TANKERSLEY

REAL PROPERTY AGREEMENT

VOL 1177 PAGE 287

of certain 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, or to cause to be paid, 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 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 lot of land in the County of Greenville, State of South Carolina, with all improvements thereon, being known and designated as a portion of Lot No. 4 of I.B. Brannon Property and being more accurately shown on a recent survey of the property of Fred Dwayne Clayton and Rose B. Clayton made by Jones Engineering Service on October 28, 1975, and also shown on the County Block Book at Sheet T15-3-3A-8 and having, according to said survey, the following metes and bounds, to wit:

BEGINNING at an iron pin at a point in the Brannon Road and running thence South 67-45 West 232 feet to an iron pin; running thence North 23-30 West 80 feet; running thence North 57-58 East 258.9 feet to an iron pin in Brannon Road; running thence in and through Brannon Road, South 7-00 West 70.6 feet to an iron pin, the beginning corner.

That in default of the performance of any of the terms hereof, or in default of the 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, legattees, 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 *[Signature]* _____ (L.S.)

Witness *[Signature]* _____ (L.S.)

Witness *[Signature]* _____
Date 4-27-81

[Signature] _____ (L.S.)
[Signature] _____ (L.S.)

State of South Carolina
County of Greenville
Personally appeared before me JOS COPPING (Witness) who, after being duly sworn, says that he saw
the within named ROSE CLAYTON & DWAYNE CLAYTON (Borrowers) sign, seal, and as their
act and deed deliver the within written instrument of writing, and that deponent with KAREN H. LAMB (Witness)

witness the execution thereof.
Subscribed and sworn to before me
this 28 day of April, 1981
[Signature] _____ (Witness sign here)

[Signature] _____
Notary Public, State of South Carolina
Commission expires 2/5/84

RECORDED NOV 15 1982 at 11:00 A.M. 11748

0287
4328 RV-2