

FILED
JUL 29 1983

REAL PROPERTY AGREEMENT

BOOK 1618 PAGE 586

In consideration of the sum of \$4000.00 and indebtedness as shall be made by or become due to THE BANK OF GREER, GREER, S. C. (hereinafter referred to as "Bank") to be paid 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: All that piece, parcel or lot of land lying, being situate on the East side of Lee Circle, at the city limits of Greer, in Chick Springs Township, County and State aforesaid, and being known and designated as lot # 12 of Maple Heights as shown on plat prepared for the Lee G. Smith Estate by HS Brockman, Reg. Surveyor, dated Aug. 29, 1958 and which plat has been recorded in the RMC Office for said County in Plat Book MM, Pg. 31, and having the following courses and distances, to-wit: Beginning at an Iron pin on the East side of Lee Circle at the joint front corner of lots # 11 & 12 as shown on said plat, and running thence with the joint property line of said two lots N.82-30 E. 324 ft., more or less, to Maple Creek, thence up Maple Creek, creek being the line, to the joint rear corner of lots # 12 & 13 as shown on said plat, (OVER)

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

Witness Sandra J. Rollins (L.S.)
Ted Holtzclaw
 Witness Dan W. Sloan (L.S.)
Linda H. Holtzclaw

Dated at: Greer, S. C.
3-18-83
Date

State of South Carolina
County of Greenville

Personally appeared before me Sandra J. Rollins who, after being duly sworn, says that he saw
 (Witness)
 the within named Ted and Linda Holtzclaw 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 18 day of March 1983

Dan W. Sloan
 Notary Public, State of South Carolina
 My Commission expires 5-17-89

Sandra J. Rollins
 (Witness sign here)

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