



REAL PROPERTY AGREEMENT

VOL 1637 PAGE 77

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 months 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 certain piece, parcels or lots of land situate, lying and being in the County of Greenville, State of South Carolina, Chick Springs Township, being known and designated as lots 43 and 44, Williams Road, as shown on plat recorded in the RMC Office for Greenville County in Plat Book 4H at page 13, and having such metes and bounds as are shown thereon. This conveyance is made subject to any and all existing reservations, easements, rights of way, zoning ordinances and restrictions or protective covenants that may appear of record on the recorded plat(s) or on the premises.

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, legattes, 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*

Henry E. May (L.S.)

Witness *Dan W. Sloan*

Shirley W. May (L.S.)

Dated at: Greer, S. C.
5-25-84
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 *Henry E. May and Shirley W. May* 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
25 May 1984
this day of

Sandra J. Rollins
(Witness sign here)

Dan W. Sloan
Notary Public, State of South Carolina
My Commission expires 5-17-84

400 3 11A01

50-111

RECORDED JUN 11 1984 at 10:00 A/M

39007

