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REAL PROPERTY AGREEMENT

BOOK 77 PAGE 489
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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 or 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 lease, rents or funds held under coveant 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, BEING in County & State aforesaid, Highland Twp., on the West side of the hard surface road leading from Tigerville to Tiger Church, and being a portion of the land conveyed to Luna F. Stroud by W.H. Stroud and J. A. Stroud by Deed dated 6/17/39, recorded in Vol. 211, page 285, RMC Office, and bounded by lands of B.F. Neves, Stroud & others, & the said hard surface road on the East, and containing 24 acres, more or less, and being a portion of the same land devised to W.R. Stroud and J.A. Stroud in the last will of D.B. Stroud, deceased, now on file in the Office of Judge of Probate for G'ville Cte., & for a more complete and definite description of the said tract reference is hereby made, to Item Two in the last will of D.B. Stroud, deceased, Apartment 245, Folder 6 in the Records

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 on any loan or indebtedness hereunder, the undersigned do hereby assign the rents and profits arising or to arise from the premises to the Bank and agree 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 place 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, legal heirs, administrators, executors, successors and assigns, and issue 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.

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Witness *J. Larry Loftis* (S.S.)
 Witness *Judith A. Ritter* (S.S.)
 Bank of Greer
 April 15, 1977
 Greenville

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JUN 11 1977
Greenville S.C. Probate
Court

2nd in Full and Satisfied
 this 11th day of June 1977
 Bank of Greer (S.S.)
 By *J. Larry Loftis*
 Witness *Judith A. Ritter*

Personally appeared before me *Judith A. Ritter* (Witness)
 the within named *John L. Wells and Reba S. Wells* (Borrowers)
 we and each of us the within written instrument of writing, and that I consent with *J. Larry Loftis* (Witness)
 witness the execution thereof.

Subscribed and sworn to before me
 this 15th day of April 1977
J. Larry Loftis
 My Commission Expires 6-20-79
Judith A. Ritter (Witness sign here)

(CONTINUED ON NEXT PAGE)

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