

REAL PROPERTY AGREEMENT

BOOK 80 PAGE 1407
VOL 1077 PAGE 823

In consideration of such loans and indebtedness as shall be made by or for the undersigned, jointly or severally, and until all such loans and indebtedness have been paid in full, or until twenty-one years following the death of the last survivor of the undersigned, 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 in Greenville County, State of South Carolina, known and designated as Lot No. 81, on the northern side of Lee Road, in a subdivision known as Orchard Acres, Section 2, as shown on a plat thereof recorded in Plat Book "BB" at Page 74, and having, according to said plat the following metes and bounds, to wit: BEGINNING at a iron pin at the joint front corner of Lots 80 and 81, running thence along the lines of these lots N. 19-54 W. 167.2 feet to an iron pin; thence S. 78-55 W. 24.7 feet to an iron pin; thence S. 62-14 W. 94.9 feet to an iron pin at the rear of Lots 81 and 82; thence along the line of said lots, S. 23-06 E. 173.0 feet to an iron pin on the northern side of Lee Road; thence along Lee Road, N. 62-46 E. 110.0 feet an iron pin, point of beginning.

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 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 in 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, or any obligation or liability incurred by the undersigned 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 any time, and in such place as the 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 upon then it shall apply to and bind the undersigned, their heirs, assigns, devisees, administrators, executors, successors and assigns, and the undersigned shall be bound to pay to the 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 *J. Larry Loftis*
Witness *Judith A. Ritter*
Bank of Greer

By *J. Larry Loftis*
William R. Stack (L.S.)
Virginia N. Stack (L.S.)

Dated at: April 20, 1978
Date

State of South Carolina
County of Greenville
Personally appeared before me *Judith A. Ritter* who, after being duly sworn, says that he or she is the within named *William R. Stack and Virginia N. Stack* (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deposited with *J. Larry Loftis* (Witness)

witness the execution thereof.
Subscribed and sworn to before me this 20 day of April 1978
J. Larry Loftis
Judith A. Ritter (Witness sign here)

Notary Public, State of South Carolina
My Commission Expires June 20, 1979

RECORDED APR 26 1978 At 11:15 A.M.

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