

RECORDING FEE  
✓ 1.25

AUG 8 1972  
ELIZABETH RIDDLE  
R. M. C.

3839 AUG 8 1972  
REAL PROPERTY AGREEMENT

VOL 951 PAGE 267

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

- 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
- 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 tract of land in Highland Twp., Greenville County, State of South Carolina, lying on the east side of Bates Road and Contains Six and 21/100 Acres, more or less, having the following Metes and Bounds:

BEGINNING at point in center of Highway at Leon and Annie Mae Pittman line and running thence along center of road as property line N. 89-56 E. 230 feet; thence N. 62-44 E. 150 feet to nail at road fork; thence n. 57-24 E. 250 feet; thence N. 52-51 E. 200 feet to spike in road; thence S. 42-03 E. 70 feet to iron pin (old corner); thence S. 80-50 E. 298 feet to stone in roots of large oak; thence S. 55-15 W. 1,075 feet to iron pin on Leon Pittman line; thence N. 26-20 W. 432 feet over iron pin on bank of highway to beginning corner.

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, 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 Jo Stokes Thomas Scruggs (L.S.)  
 Witness Jay N. Fowler X, Lois P. Scruggs (L.S.)

Dated at: Greer, S. C.  
8-7-72  
Date

State of South Carolina  
County of

Personally appeared before me Jo Stokes who, after being duly sworn, says that he saw

the within named Thomas and Lois Scruggs sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with Faye Fowler

witness the execution thereof.

Subscribed and sworn to before me  
this 7 day of August 1972

Jay N. Fowler  
Notary Public, State of South Carolina  
My Commission expires Jan 31, 1978

Jo Stokes  
(Witness sign here)

50-111 Real Property Agreement Recorded August 8, 1972 at 1:30 P. M., # 3839

FOR SATISFACTION TO THIS MORTGAGE SEE  
SATISFACTION BOOK 32 PAGE 235

SATISFIED AND CANCELLED OF RECORD  
8 DAY OF August 1975  
Bessie S. Tankersley  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 12:30 O'CLOCK P. M. NO. 3585