

MAR 8 1977
 LEANES JAMESLEY
 2:15 P.M.
 1011

REAL PROPERTY AGREEMENT

Vol 1052 Page 344

0344

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") from the undersigned, jointly or severally, and until all of such loans and indebtedness have been paid in full, or until twenty-one (21) days after 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 escrow agreement relating to said premises; and

3. The property referred to by this agreement is described as follows: All that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, and being shown as Lot 62 on a plat of Edwards Forest, Block 'C', recorded in the R.M.C. Office for Greenville County in Plat Book 'BB', Page 181, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of Old Indian Trail at the joint front corners of Lots 62 and 63 and running thence with the common line of said lots, N. 9-02 E. 188.5 feet to an iron pin; thence N. 47-21 W. 108.1 feet to an iron pin; thence S. 9-02 W. 248.3 feet to an iron pin on the northerly side of Old Indian Trail; thence with said Trail, S. 80-58 E. 90 feet to the point of beginning; being

That if default be made in the performance of any of the terms hereof, or if default be made in any payment of principal (containing on back) 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 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.

Witness J. Larry Loftis (LS)
 Witness Herbert G. Walters (LS)
Jean Crowson (LS)
 Bank of Greer

Dated at: March 7, 1977
 Date

State of South Carolina

County of Greenville

Personally appeared before me Jean Crowson who, after being duly sworn, says that he saw (Witness)

the within named Herbert G. Walters and Barbara J. Walters sign, seal, and as their (Borrowers)

act and deed deliver the within written instrument of writing, and that deponent with J. Larry Loftis (Witness)

witness the execution thereof.

Subscribed and sworn to before me
 this 7th day of March, 1977

Jean Crowson
 (Witness sign here)

Notary Public, State of South Carolina
 My Commission expires June 20, 1978

50-111

(CONTINUED ON NEXT PAGE)

4328 RV-2