

FILED  
SEP 27 1977  
JAMES JANKERSLEY

REAL PROPERTY AGREEMENT

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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 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 lot of land located in the State of South Carolina, County of Greenville, Highland Township, about 1 1/2 miles north-east of Tigerville on the north side of a hard surface road, containing 54 acres, more or less, and being a portion of that property as shown on a plat of the property of Mrs. Mary Wood Southerlin, dated March 15, 1951, by H. L. Dunahoo, Surveyor, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a stone and iron pipe, joint corner of property of George Barton, and running thence S. 54-00 E. 1392 feet to an iron pin; thence N. 38-00 E. 860 feet to a point at or near branch; thence S. 84-00 E. 610 feet to an iron pin; thence S. 30-45 W. 974 feet to an iron pin; thence S. 32-00 W. 676 feet to

(cont. on back)

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, legates, 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 J. Larry Loftis Denise E. Whitfill (L.S.)  
 Witness Judith A. Ritter Bonita B. Whitfill (L.S.)

Dated at: Bank of Greer  
Sept. 21, 1977  
Date

State of South Carolina  
County of Greenville

Personally appeared before me Judith A. Ritter who, after being duly sworn, says that he saw  
(Witness)  
the within named Denis E. Whitfill and Bonita B. Whitfill 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 21st day of September 1977  
J. Larry Loftis  
Notary Public, State of South Carolina  
My Commission expires My Comm  
59-111 June 29, 1977

Judith A. Ritter  
(Witness sign here)

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