



REAL PROPERTY AGREEMENT

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in consideration of the loans and indebtedness as shall be made by or become due to THE BANK OF GREER, GREER, S. C. (hereinafter referred to as the 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) 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 those pieces, parcels or lots of land lying, being and situate in O'Neal Township, County and State aforesaid, being all of lots Nos. 14 and 15 according to a plat of the Property of Velma W. Brown prepared by H. S. Brockman, Surveyor, October 29, 1949 and which plat has been recorded in R.M.C. Office for said County in Plat Book WW, page 293, and having the following metes and bounds; Beginning at a point in unnamed street joint corner of lots 13 and 14, and runs thence N. 75-00 E. 777.5 feet to a pin; thence N. 32-30 E. 310 feet to a point on the bank of South Tiger River; thence S. 72-15 W. 1007 feet to a pin, rear corner of lots 13 and 14; (OVER)

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 Dianne C. Davidson Charles R. Young Sr. (I.S.)
Witness Karen A. Lamb Patsy Young (I.S.)

Dated at: Greer, S. C.

4/7/80

Date

State of South Carolina

County of Greenville

Personally appeared before me Dianne C. Davidson who, after being duly sworn, says that he saw (Witness)

the within named Charles R. Young, Sr. & Patsy Young sign, seal, and as their (Borrowers)

and deed deliver the within written instrument of writing, and that deponent with Karen A. Lamb (Witness)

witness the execution thereof.

Subscribed and sworn to before me
this 7 day of April, 1980

Dianne C. Davidson
(Witness sign here)

Karen A. Lamb
Notary Public, State of South Carolina
My Commission expires 2/5/84

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