

DEC 28 1976
CONNIE S. TANKERSLEY

REAL PROPERTY AGREEMENT

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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

- 1. To pay, prior to becoming delinquent, all taxes, assessments, docs 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 parcel or lot of land with improvements thereon in Chick Springs Township of Greenville County, lying on the East side of State Hwy. # 14, between the City of Greer and Pleasant Grove Baptist Church, being shown as Lot # 8 on a plat made for the J.A. Wood estate by John A. Simmons, Surveyor, dated Feb. 6, 1963, recorded in the R.M.C. Office for Greenville County in Plat Book DDD, at page 21, having the following courses and distances: Beginning on an iron pin on the right of way of said highway, corner of Lots # 7 and 8, and runs with the common line of these lots N. 86-40 E. 197 ft. to an iron pin on line of Lot # 33; thence with line of Lot # 33 S. 3-20 E. 100 ft. to an iron pin, corner of Lot # 9; thence S. 86-40 W. 197 ft. to an iron pin on the right of way of said highway; thence therewith N. 3-20 W. 100 ft. to the beginning, and being all of that lot as conveyed to the grantor by deed recorded in the R.M.C. Office for Greenville County in Deed Book 794 at page 400. This conveyance is subject to any restrictions, easements or rights-of-way, of record or otherwise, affecting the property.

That the undersigned do hereby agree to 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, legattes, 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.

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Witness Sandra J. Rollins (L.S.)
Larry A. Yarbrough (L.S.)

Witness [Signature]
 Dated at: Greer, SC
12-20-76
 Date

State of South Carolina
 County of Greenville
 Personally appeared before me Sandra J. Rollins who, after being duly sworn, says that he saw
 (Witness)
 the within named Larry A. Yarbrough sign, seal, and as their
 (Borrowers)
 act and deed deliver the within written instrument of writing, and that deponent with Sandra J. Rollins
 (Witness)
 witness the execution thereof.

Subscribed and sworn to before me
 this 20 day of Dec. 1976
[Signature]
 (Witness sign here)

[Signature]
 Notary Public, State of South Carolina
 My Commission expires 5-27-79

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RECORDED DEC 28 '76 At 2:00 P.M. 17119

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