

FILED
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DORRIS & TANKERLEY

REAL PROPERTY AGREEMENT

VOL 1058 PAGE 939

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, 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 of that parcel or Lot of land in Chick Springs Township of Greenville County, South Carolina, located in the City of Greer and in neighborhood known as Needmore, lying on the west side of Spring Street and on the north side of Short Street, being shown on a plat made for Walter and Edith Mae Choice by H.S. Brockman, surveyor, dated November 15, 1968, to be recorded herewith, and having the following courses and distances:

BEGINNING at the corner of Calvary Baptist Church property on the margin of Short Street (iron pin on bank of street at 8 feet from true corner), and runs thence along the margin of Short Street S. 61 E. 118 feet to a nail

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. (over)

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 continuing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness

Witness

Walter Choice (L.S.)
Edith Choice (L.S.)

Dated at: Greer, S. C.

June 16, 1977
Date

State of South Carolina

County of Greenville

Personally appeared before me Joe Copeland who, after being duly sworn, says that he saw

the within named Walter Choice & Edith Choice sign, seal, and as their

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

witness the execution thereof.

Subscribed and sworn to before me

this 16 day of June 1977

Joe Copeland
Notary Public, State of South Carolina
My Commission expires 31, 1978

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