REAL PROPERTY AGREEMENT

ration of such loans and indebtedness as shall be made by or become due to THE BANK OF GREER, GREER, S. C. thereinafter referred that "Mink") to fer from the undersigned, jointly or severally, and until all of such beans and indebtedness have been poid in full, or until twenty-one years following the death of the last carvivor 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

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 certain piece, parcel or lot of land situate, lying and being in Chick Springs Township, Greenville County, State of South Carolina on the West side of Old Rutherford Road and having the following metes and bounds:

BEGINNING at iron pin on Olive Street and running thence with that line N. 23-45 E. 225.6 feet to an iron pin; thence N. 86-02 W. 129.3 feet to an iron pin; thence S. 14-27 W. 198 feet to an iron pin on Olive Street and thence S. 75-33 E. 90 feet along said street to the beginning corner. This is the same property conveyed to us by Sallie F. Witt by deed dated January 13, 1956 and recorded in R.M.C. Office for Greenville County in Book 543 page 470. (Part of Same) T is shown as all of lot Number Three (3) on plat made for John H. and Mary R. Witt by

That if default be made in the performance of any of the terms here of, or if default be made in any (SONLIPHER Onteback), notes hereof or hereafter signed by the undersigned, the undersigned agrees and dies 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 reuts and profits and hold the same subject to the further order of said court,

4. That if default be made in the parformance of any of the terms hereof, or if any of said rental or other soms 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 und 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, success its and assigns, and inure to the benefit of Bank and its successors and assigns. The affidavit of any officer or dipartment 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

August 31, Date

 \mathbf{c}

v \mathbf{C}

State of South Carolina

Greenville County of

> Judith A. Ritter Personally appeared before me-..... who, after being duly aworn, says that he saw

the within ramed John H. Witt Sr. and Mary R. Witt sign, scal, and as their

(Witness)

witness the execution thereof.

50-111 June 20, 1779

Subscribed and sworn to before me

This 31 de or August

Notary Public, State of South Caroling Ma Commission expires

(CONTINUED ON NEXT PAGE)

· Charles Constituted the contract