

FILED  
MAY 8 1978

REAL PROPERTY AGREEMENT

1078-804

1. 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

2. The property referred to by this agreement is described as follows: All that piece or parcel of land in the County of Greenville, State of South Carolina, shown and designated as lot #67, Section II, Orchard Acres Sub-division, on a plat recorded in the RMC Office for Greenville County in Plat Book MM, Page 147.

This conveyance is made subject to all easements, reservations, restrictions, and right of ways of Public Record at the Greenville County Courthouse.

This being all that property conveyed to the grantor as will be shown by reference to Deed Book 684 Page 399, RMC Office for Greenville County.

-276-T31-3-37

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, legattees, devisees, administrators, executors, successors and assigns, and issue 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: *Judith A. Ritter* (LS)  
Witness: *J. Larry Loftis* (LS)  
Witness: *James T. Moon* (LS)  
Witness: *Linda B. Moon* (LS)

Dated at: Bank of Greer  
May 3, 1978  
Date

State of South Carolina  
County of Greenville

Personally appeared before me *Judith A. Ritter* who, after being duly sworn, says that he saw  
the within named *James T. Moon and Linda B. Moon* sign, seal, and as their  
act and deed deliver the within written instrument of writing, and that deponent with *J. Larry Loftis*  
witness the execution thereof.

Subscribed and sworn to before me  
this *3rd* day of *May* 19 *78*  
*J. Larry Loftis*  
Notary Public, State of South Carolina  
My Commission expires

*Judith A. Ritter*  
(Witness sign here)

33079

RECORDED MAY 8 1978 at 11:30 A.M.

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