



Greene County
REAL PROPERTY AGREEMENT

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... If consideration for 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 be repaid by the undersigned, jointly or severally, and until all of such loans and indebtedness have been paid in full, or until twenty-one (21) days 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

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 All that certain piece, parcel

1. The property referred to by this agreement is described as follows: or lot of land situate, lying and being in the State and County aforesaid, Chick Springs Township, in the Fairview Church community, lying on the northwest side of the road that leads from the Duncombe Road to the Rutherford Road, and being a part of the same land that was conveyed to me by deed from H. G. Copeland December 31st, 1908, recorded in the office of the R.M.C. for Greenville County in Deed Book 11 at page 196 and having the following courses and distance, to wit: BEGINNING ON A NAIL AND CAP IN THE SAID road, joint corner of a 2.36 acre lot being conveyed by me this day to James Ansel Copeland, and runs thence with the common line of the 2.35 acre lot and of this lot, N. 52-00 W. 400 feet to an iron pin on the said 2.35 acre lot line; thence S. 53-56 W. 198 (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, legattees, 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 Jane S. Erwin W. D. Owens Jr. (L.S.)
Witness Barbara B. Moss Elizabeth C. Owens (L.S.)

Dated at: Bank of Greer, Greer, S.C.
10-1-79
Date

State of South Carolina

County of Greenville

Jane S. Erwin who, after being duly sworn, says that he saw
(Witness)

the within named W.D. Owens, Jr. and Elizabeth C. Owens sign, seal, and as their
(Borrowers)

act and deed deliver the within written instrument of writing, and that dependent with Barbara B. Moss
(Witness)

witness the execution thereof.

Subscribed and sworn to before me
this 1 day of Oct 1979

Jane S. Erwin
(Witness sign here)

Barbara B. Moss
Notary Public, State of South Carolina
My Commission expires 6-19-80

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