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NOV 14 1979

REAL PROPERTY AGREEMENT

VOL 1115 PAGE 622

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 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 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

ALL that piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, known and designated as Lots No. 184, Section 4, as shown on a plat of the subdivision known as COLONIAL HILLS, recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book WW at Page 3, and has such metes and bounds as shown thereon. This conveyance is made subject to any restrictions or easements that may appear of record, on the recorded plat or on the premises. This is the same property as was conveyed to the Grantor and Grantee herein by deed of Larry E. Shaw, Builder, Inc. as was recorded in the R. M. C. Office for Greenville County, South Carolina in Deed Book 994, at Page 634 on the 4th Day of March, 1974.

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, 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 *Eunice F. Graham* *William E. Deaton* (L.S.)  
 Witness *Vivian C. Bishop* (L.S.)

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NOV 14 1979  
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Dated at: Taylors, South Carolina  
 November 7, 1979  
 Date

State of South Carolina  
 County of Greenville  
 Personally appeared before me Eunice F. Graham who, after being duly sworn, says that he saw  
 (Witness)  
 the within named William E. Deaton sign, seal, and as their  
 (Borrowers)  
 act and deed deliver the within written instrument of writing, and that deponent with Vivian C. Bishop  
 (Witness)  
 witness the execution thereof.

Subscribed and sworn to before me  
 this 7 day of November 1979  
*Eunice F. Graham*  
 (Witness sign here)

*Justin Rockstue*  
 Notary Public, State of South Carolina  
 My Commission expires March 7, 1983  
 4.0001  
 50-RECORDED NOV 14 1979 at 1:00 P.M.

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