

FILED
MAR 23 1981
S. Tankersley

REAL PROPERTY AGREEMENT

1144-864

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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") by or from 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, when becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described below:

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 with all improvements thereon or hereafter constructed thereon, situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as a part of Lot 122 on Map No. 4 of Camilla Park, on plat recorded in Plat Book M, at Page 117 in the RMC Office for Greenville County, S.C.; also being shown on a more recent plat by Dalton & Neves Company, Engineers, dated January 23, 1979 and recorded in Plat Book 6-2, at page 40 in the RMC Office for Greenville County, S.C.; said property having such metes and bounds as follows:

BEGINNING at an iron pin on the Northern Side of Welcome Road Extension at the joint front corner of Lots No. 17 and part 122 and running thence with Welcome Road N88-47W, 168 feet to an iron pin; thence in the center of a right of way to Duke (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, 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, effect and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness
J. Larry Loftis
Diana O. Ferguson

Willie B. Rowan (LS)
Shirley S. Rowan (LS)

Dated at: Taylors
March 17, 1981
Date

State of South Carolina
County of
Diana O. Ferguson who, after being duly sworn, says that he saw
the within named Willie B. Rowan and Shirley S. Rowan sign, seal, and as their
and does deliver the within written instrument of writing, and that deposited with J. Larry Loftis
witness the execution thereof.

Subscribed and sworn to before me
this 17 day of March 1981
J. Larry Loftis

Diana O. Ferguson
(Witness sign here)

Notary Public, State of South Carolina
My Commission expires

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