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REAL PROPERTY AGREEMENT

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1. To pay, prior to becoming delinquent, all taxes, assessments, fees and charges of every kind now or hereafter levied upon the real property described below; and

2. Not to sell or transfer said property, or any part thereof, or any interest therein, other than by gift or devise to a member of the family of the undersigned, or by the laying out of the road property described below, or any interest therein, or any lease, permit or right affecting the same without the written consent of Park; and

3. To keep said property free from all liens and encumbrances except taxes not yet due and payable, All that piece, parcel or lot of land with all improvements thereon situate, lying and being in the County of Greenville state of South Carolina, on the Eastern side of Piedmont Park Road, (formerly Old Rutherford Road) and being known and designated as Lot No. 16 of Mountain View Circle Subdivision as shown on plat thereof recorded in Plat Book W, at page 101 and having, according to said plat, the following metes and bounds;

Beginning at an iron pin on the Eastern side of Piedmont Park Road at the joint front corner of Lots Nos. 15 and 19 and running thence along said Road, S. 5-20 West 100 feet to an iron pin; thence along line of Lot No. 17, N. 81-35 West 200 feet to an iron pin; thence N. 5-20 East 100 Feet to an iron pin; thence along the line of Lot No. 19 S. 81-35 East 200 feet to the point of beginning.

See Back

That if default be made in the performance of any [illegible] and if default be made in any payment of principal or interest, or any part thereof, when due, or in the performance of any [illegible] and if default be made in any of the terms and provisions hereof, or if any proceeding be instituted by or against the Party of the second part for the purpose of declaring him a bankrupt or insolvent, or for the appointment of a receiver of his property, or if he shall make an assignment for the benefit of creditors, then and in any of said events the Park may, at its option, declare the whole amount remaining unpaid hereunder immediately due and payable, and may proceed to collect the same by suit or otherwise, and may enter upon and take possession of the property described herein, and may sell the same, subject to the further rights of said Party of the second part, under the terms and provisions of this agreement, at public or private sale, as the Park may elect, and may make title to the purchaser or purchasers thereof, and may execute bills of sale or deeds therefor, and may receive the proceeds of such sale or sales and apply the same, after paying all expenses incident to such sale or sales, including a reasonable attorney's fee, to the payment of any amounts then owing by the Party of the second part to the Park, whether or not then due, rendering the surplus, if any, to the Party of the second part, and the Party of the second part shall remain liable for any deficiency.

4. That if default be made in the performance of any of the terms hereof, or if any rental or other sums be not paid to Park when due, Park, at its option, may declare the entire remaining unpaid principal and interest of any obligation or indebtedness then remaining unpaid to Park to be due and payable forthwith.

5. That the Park may at its option at any time require this instrument to be recorded at such time and in such place as Park, in its discretion, may elect.

6. Upon payment of all indebtedness of the Party of the second part to Park this agreement shall be and become void and of no effect, and until then it shall apply to and bind the parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns, and inure to the benefit of Park and its successors and assigns. The affidavit of any of the officers or employees of Park shall be conclusive evidence of the validity, effectiveness and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness Jean Crowson (L.S.)

Witness Carrie A. Barbare (L.S.)

Dated at Taylors, South Carolina

October 19, 1972

Date

Larry A. Moody

Daisy L. Moody

Paid in Full and Satisfied this JUN 16 1975

Bank of Greer N A Greer S C

By [illegible] Asst Cashier

FILED JUN 16 1975 DONNIE S. TANKERSLEY R.M.C.

State of South Carolina

County of Greenville

Personally appeared before me Carrie A. Barbare (Witness) who says that he saw the within named Larry A. Moody and Daisy L. Moody (Parties) sign, seal and as their act and deed deliver the within written instrument of writing, and that deponent with Jean Crowson (Witness) witness the execution thereof

Subscribed and sworn to before me this 19 day of October 1972

Carrie A. Barbare

Notary Public, State of South Carolina

My Commission expires My Commission Expires August 15, 1978

JUN 16 1975

Jean Crowson (Witness sign here)

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