

15530 NOV 27 1972

REAL PROPERTY AGREEMENT

RECORDING FEE PAID \$ 1.75

In consideration of such loans and indebtedness as shall be made by or become due to THE BANK OF GREENVILLE, GREENVILLE, SOUTH CAROLINA, hereinafter referred to as "Bank" to or from the undersigned, jointly or severally, and until all of such loans and indebtedness have been paid in full, or until two (2) years following the death of the last survivor of the undersigned, whichever first occurs, the undersigned, jointly and severally, do hereby 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 lease, rent or fruits held under various agreements relating to said premises; and

3. The property referred to by the agreement is described as follows: All that Piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 13 on plat of property of Super Highway Homesites, which plat is recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book P, at page 53, and having, according to said plat, the following rates and bounds, to-wit: BEGINNING at an iron pin on the easterly side of Donnon Road, joint front corner Lots 13 and 14, said iron pin being 165 feet in a northerly direction from Bob White Lane and running thence along Donnon Road N. 2.0 E. 80 feet to an iron pin, joint front corner Lots 12 and 13; Thence S. 83-0 E. 182.5 feet to an iron pin in the center of a 10-foot strip reserved for utilities;

That if default be made in the performance of any of the terms hereinbefore set forth, the Bank may, at its election, (see back) enforce its right to foreclose upon the above described premises and to take possession thereof and collect the rents and profits, and to bid the same subject to the terms and conditions hereinafter set forth.

4. That if default be made in the performance of any of the terms hereinbefore set forth, the Bank may, at its election, (see back) enforce its right to foreclose upon the above described premises and to take possession thereof and collect the rents and profits, and to bid the same subject to the terms and conditions hereinafter set forth.

5. That the Bank may and is hereby authorized and empowered to execute and record this instrument 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 instrument shall be null and void, and of no effect, and then it shall apply to and bind the undersigned, their heirs, assigns, administrators, executors, personal representatives and assigns. The affixing of any signature to this instrument shall be and constitute conclusive evidence of the validity, effect and contents hereof, and the undersigned hereby agrees and is hereby authorized to rely thereon.

Witness my hand and seal this 21st day of November, 1972, at Greenville, South Carolina.

Dated at: Taylors, South Carolina  
November 21, 1972

FILED  
DEC 13 1972  
R.M.C.

NOV 13 1972

NOTARY PUBLIC  
MIDDLE  
SOUTH CAROLINA  
NOV 20 1972

State of South Carolina

County of Greenville

Personally appeared before me Carrie A. Barbare who after being duly sworn, says that

the within named Haskell R. Chitwood (Husband)

and Louie Don Stokes (Witness)

Subscribed and sworn to before me this 21 day of November 1972

Carrie A. Barbare  
Notary Public, State of South Carolina  
My Commission Expires August 15, 1978

Louie Don Stokes  
(Witness sign here)

(Continued on next page)

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