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APR 5 1978

REAL PROPERTY AGREEMENT

BOOK 63 PAGE 635
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In consideration of the sums and indebtedness as shall be made by or become due to THE BANK OF GREER, GREER, S. C. hereinafter referred to as "Bank" to or from the undersigned, jointly or severally, and until all of such sums 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

The property referred to by this agreement is described as follows: All that certain piece, parcel or lot of land situate, lying and being in the City of Greenville, County of Greenville, State of S. C., on the southwestern side of Willow Springs Dr. and being known and designated as Lot 24 on a plat of Pleasant View recorded in the RMC Office for G'ville Co. in Plat Book HH at page 52 and having, according to said plat, the following mete and bounds, to-wit: BEGINNING at an iron pin on the southwestern side of Willow Springs Dr at the Joint corner of Lots 23 and 24 and running thence along the line of Lots 23 and 24 and running thence along the line of Lot 23 S. 36-54 W. 168.8 ft. to an iron pin; thence S. 49-13 E. 70.1 ft. to an iron pin; thence along the line of Lot 25 N. 37-54 E. 172.4 ft. to an iron pin on Willow Springs Dr.; thence along Willow Springs Dr. N. 52-06 W. 70 Ft. to the beginning corner (see reverse)

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: *Eunice F. Graham* x *Richard D. Watts* (LS.)
 Witness: *T. Preston Rochester* *Martha F. Watts* (LS.)

Dated at: Taylors, South Carolina
 Date: April 4, 1978

State of South Carolina
 County of Greenville

Personally appeared before me Eunice F. Graham who, after being duly sworn, says that he says
 the within named Richard D. Watts and Martha F. Watts sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent T. Preston Rochester
 witness the execution thereof

Subscribed and sworn to before me
 this 4 day of April, 1978
Eunice F. Graham
 (Witness sign here)

Notary Public, State of South Carolina
 My Commission expires March 7, 1983

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