

RECORDED
AUG 25 1976
DONNE S. JARVIS
REAL PROPERTY AGREEMENT
R.M.C.

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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") to or from 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, fees 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

3. The property referred to by this agreement is described as follows: All that lot of land in Greenville County, South Carolina on Del Norte Road, being shown as Lot No. 90 on plat entitled Del Norte Estates Section No. 4, as recorded in the RMC Office for Greenville County in Plat Book 4N, at page 10 and having such metes and bounds as shown thereon.

This property is conveyed subject to restrictions recorded in Deed Book 858, at page 451 and Book 867 at page 575, and also subject to a utility easement as shown on recorded plat, and to all other easements and rights of way of record and on the ground affection said property.

This is the same property conveyed to grantor by deed as recorded in the RMC Office for Greenville County in Deed Book 917 at page 179.

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 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 rents or profits be due, when due, Bank, at its election, may declare the entire remaining unpaid principal and interest of any obligation of indebtedness to the 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 place and in such manner as Bank, in its discretion, may elect.

6. Upon payment of all indebtedness of the undersigned to Bank this agreement shall be null and void, and until then it shall apply to and bind the undersigned, their heirs, legatees, devisees, administrators, executors, successors and assigns, and in the event of death and no successors and assigns. The affidavit of any officer or department manager of Bank showing any part of any indebtedness to be paid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this agreement and any performance thereunder shall be authorized to rely thereon.

Witness *J. Larry Loftis* (LS.)
 Witness *James C. Moody Sr.* (LS.)
 Witness *Shelba Jean Moody* (LS.)

Dated at: Bank of Greer
August 20, 1976
Date

State of South Carolina
County of Greenville

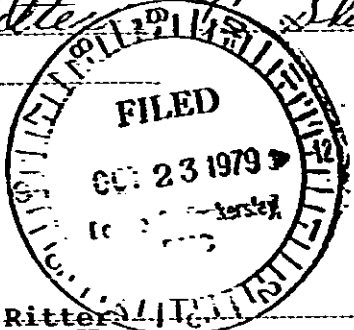
Personally appeared before me *Judith A. Ritter* who, after being duly sworn, says that he saw the within named *James C. Moody Sr. and Shelba Jean Moody* sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with *J. Larry Loftis* witness the execution thereof.

Subscribed and sworn to before me this 20th day of August, 1976
J. Larry Loftis
Notary Public, State of South Carolina
My Commission expires June 23, 1979

Judith A. Ritter
(Witness sign here)

RECORDED AUG 25 '76 At 10:15 A.M.

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