

MAR 15 1977
DONNIE S. TANKERSLEY

REAL PROPERTY AGREEMENT

BOOK 63 PAGE 1680
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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 the undersigned, jointly or severally, and until all of such loans and indebtedness have been paid in full, or until twenty years following the death of the last survivor of the undersigned, whichever first occurs, the undersigned, jointly and severally, promise and agree 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, rents or profits held under escrow agreement relating to said premises; and

1. The property referred to by this agreement is described as follows: All that piece, parcel or lot of land in the State of South Carolina, County of Greenville, together with buildings and improvements, situate, lying and being on the northwestern side of Hodgens Drive, being shown and designated as Lot No. 29 on a plat of the Property of Lela S. Hodgens made by J. Coke Smith & Son, dated January, 1956, and recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book JJ at page 189, reference to which is hereby craved for the metes and bounds thereof.

This conveyance is subject to rights of way, easements, conditions, public roads and restrictive covenants reserved on plats and other instruments of public records and actually existing on the ground affecting said property.

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 rents and profits of said premises, with full authority to take possession thereof and collect the rents and profits and hold the same subject to the further order of the court.

4. That if default be made in the performance of any of the terms hereof, or if any of the payments hereunder are not paid to Bank when due, Bank at its election, may declare the entire remaining unpaid principal and interest of any note hereunder to be due and payable forthwith.

5. That the Bank may and is hereby authorized and permitted to execute this instrument in any form it may deem proper and to take such action 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, assigns, personal representatives, successors and assigns. The affidavit of any officer or department manager of Bank to the effect that the amount of indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and containing force of this agreement, and the undersigned may and is hereby authorized to rely thereon.

Witness Judith A. Ritter (U.S.)
Witness Gene C. Hunt (U.S.)
Witness Syble F. Hunt (U.S.)
Witness Donnie S. Tankersley (U.S.)

Dated at: Bank of Greer
March 9, 1977
Date

State of South Carolina
County of Greenville
Personally appeared before me Judith A. Ritter (Witness)
the within named Gene C. Hunt and Syble F. Hunt (Borrowers) sign, seal, and as their
act and deed deliver the within written instrument of writing, and that deponent with Louie Don Stokes (Witness)

witness the execution thereof.
Subscribed and sworn to before me
this 9th day of March, 1977
Louie Don Stokes
Notary Public, State of South Carolina
My Commission expires 6-30-79

FILED
OCT 31 1979
DONNIE S. TANKERSLEY
RNG

60-111
RECORDED MAR 15 1977. At 1:30 P.M. 24211

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