

NOV 2 1977
DODD & JAMES

REAL PROPERTY AGREEMENT

BOOK 69 PAGE 1807

VOL 1067 PAGE 836

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, 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

3. The property referred to by this agreement is described as follows: All that piece, parcel or lot of land with the improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, Chick Springs Township, on the Eastern side of Alpine Drive and being shown as all of lot number TWENTY (20) on plat of property of Mauldin Construction Company, made by C. C. Jones, dated Aug. 11, 1961 and recorded in plat book "LLL" page 5, Greenville County R.M.C. Office and being the greater part of Lot No. 20 and a small part of lots 19 and 21 on plat of Dogwood Terrace, recorded in plat book UU page 5, Greenville County R.M.C. Office, and having the following metes and bounds, to wit:

Beginning at an iron pin at the joint front corner of lots 19 and 20 on said Mauldin Construction Company plat and running thence S. 82-38 E., 100 feet as the

That if default be made in the performance of any of the terms hereof, or if default be made (contingent on back) 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, legal heirs, 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 J. Larry Loftis
Witness Judith A. Ritter
Witness Kenneth P. Coates
Witness Sharon R. Coates

Dated at: Bank of Greer FEB 27 1980
October 28 1977 and Satisfied this the 26 day of Feb, 1980.

State of South Carolina
Greenville
LOVE, TUCKERSON, ANDERSON & COMPANY
FILE # 27213
N. Coates Kenneth P. Coates
D.W. No. 12-1-85
BANK OF GREER 25832
Sharon R. Coates Loan Officer
J. Larry Loftis

Personally appeared before me Judith A. Ritter who, after being duly sworn, says that he is
Kenneth P. Coates and Sharon R. Coates sign, seal, and as their names (Borrowers)

act and deed deliver the within written instrument of writing, and that deponent with J. Larry Loftis (Witness)

Subscribed and sworn to before me
October 28 1977
Judith A. Ritter (Witness sign here)

Notary Public, State of South Carolina
My Commission expires June 29, 1979

FILED
FEB 27 1980
CO. S. C. W. 5-7
33 PM '80
S. H. WALKER
S. H. WALKER
S. H. WALKER

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