

FILED
 JUN 12 1978
 DEPT. OF REVENUE
 1161111

REAL PROPERTY AGREEMENT

va 1080 no 929
 70 no 445

of such loans and indebtedness shall be made by or become due to THE BANK OF CREEK, CREEK, S. C. (hereinafter referred to as the bank) or from the undersigned, jointly or severally, and each of such loans and indebtedness have been paid in full, or shall remain unpaid at 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 herein; 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 loans, debts or funds held under escrow agreement relating to said property. All that piece, parcel or lot

3. The property referred to by this agreement is described as follows: of land in Chick Springs Township, County of Greenville, State of South Carolina, located near Greer, S.C. on the Northern side of Lessie A. and being shown and designated as all of lot number Fifty Six (56) on plat of Woodland Heights, made by H.D. Streckman, surveyor, dated Oct. 20, 1955 and recorded in plat book "GG" page 151, Greenville County R.M.C. Office and having the following metes and bounds, to wit:

BEGINNING at an iron pin on the Northern side of Lessie Drive at the joint front corner of lots 55 and 56 and running thence with the common line of said lots N. 38-52 W. 211.2 feet; thence S. 20-12 W. 101 feet to an iron pin at the joint rear corner of lots 56 and 57; thence S. 38-42 W. 206.5 feet to an iron pin on the Northern side of Lessie Drive; thence

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 other term or condition herein, the undersigned, jointly and severally, assign the title and profits arising on the above from and premises to the Bank and agree that any judge or jurisdiction may, at its pleasure or otherwise, appoint a receiver of the described premises, with full authority to take possession thereof and collect the debts 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 principal 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 place as Bank, in its discretion, may deem best.

6. Upon payment of all indebtedness of the undersigned to Bank this agreement shall be and become void and of no effect, and upon then it shall apply to and bind the undersigned, their heirs, legatees, 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 this person may and is hereby authorized to file the same.

Witness James C. Quilley James W. Spuler (S.S.)
Barbara B. Moss (S.S.)

Dated at Greer, S.C.
6-5-78
 Day

State of South Carolina
 County of Greenville
 I, Deanne C. Quilley, who after being duly sworn, say that he or

she with named James W. Spuler sign, seal, and in their
 presence and shall deliver the within written instrument, and that Barbara B. Moss
 (Witness)

Witness the execution thereof.
 Subscribed and sworn to before
 me this 5th day of June, 1978
Barbara B. Moss
 Notary Public, State of South Carolina
 My Commission expires

FILED
 MAY 30 1980
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MAY 3 0 1980
Deanne C. Quilley
 Paid and Satisfied this the 3rd day of May, 1980
 BANK OF CREEK
 By Dorothy D. McHugh Cashier
 Witness James W. Spuler

CONTINUED

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