FILED
JAN 12 1977

REAL PROPERTY AGREEMENT

BOOK 1049 PAGE 595 70 1815

DONNIE S. TANKERSLEY

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 termination of this agreement by the undersigned, which ever 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 current 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 lying, being and situate on the East side of Douglas Street, about 2 miles south of Greer, in Chick Springs Township, County and State aforesaid, and being known and designated as Lot No. Thirty nine (39) of the Waymon Smith property as shown on plat prepared by H.S. Brockman, Reg. Surveyor, dated May 7, 1958 and which plat has been recorded in the R.M.C. Office for said County in Plat Book PP, page 117, and having the following courses and distances, to wit: BEGINNING at an iron pin on the East side of Douglas Street at the joint front corner of lots Nos. 39 and 40 as shown on said plat, and running thence with the joint property line of said two lots S-65-20 E. 218.8 feet to an iron pin on the Westerly propertyline of lot no. 41 as shown on said plat; thence with the joint property line of lots

and assigns all the rents and profits arising or to arise from said premises to the or hereafter signed by the undersigned, the undersigned agrees and does hereby 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, 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 any person may and is hereby authorized to rely thereon.

Witness [illegible] JUN 25 [illegible] Mattie M. Waddell (L.S.)

Witness Barbara B. Moss [illegible] (L.S.)

Dated at: Chick Springs Township

1-[illegible]
Date

BANK of GREER

By [illegible]

Witness [illegible]

State of South Carolina

County of [illegible]

Personally appeared before me [illegible] who, after being duly sworn, says that he saw the within named [illegible] sign, seal and as their act and deed deliver the within written instrument of writing, and that deponent with [illegible] witness the execution thereof.

(Witness)

(Borrowers)

(Witness)

Subscribed and sworn to before me
this 10 day of Jan. 1977

Barbara B. Moss
Notary Public, State of South Carolina
My Commission expires 6-16-84

[illegible]
(Witness sign here)

88-311

(CONTINUED ON NEXT PAGE)

FILED
JUN 25 1980
DONNIE S. TANKERSLEY
R.M.C.

1.75 AS

STATE — 2 JUN 25 80 741

4328 RV.2