

DONNIE S. YANKERSLEY  
R.M.C.  
**FILED**

REAL PROPERTY AGREEMENT

BOOK 72 PAGE 112  
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In consideration of the sum of \$7,890.10, and in witness whereof, the undersigned, jointly and severally, and until all of such loans and indebtedness have been paid in full, or until twenty-one (21) days following the death of the last survivor of the undersigned, whichever first occurs, the undersigned, jointly and severally, promise and agree to pay to THE BANK OF GREER, GREER, S. C. (hereinafter referred to as "Bank") 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 certain piece, parcel, or lot of land, with the improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, near the City of Greenville, being known and designated as Lot No. 2 of a subdivision known as Avondale Forest, Section No. 1, as shown on plat thereof prepared by Piedmont Engineers & Architects dated July 3, 1964 and recorded in the RMC Office for Greenville County in Plat Book RR, at Page 186, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING AT AN IRON PIN ON THE northern side of Drewry Road, joint front corner of Lots 1 and 2 and running thence with the joint line of said lots, N. 26-18 W. 170 feet to an iron pin; thence N. 64-43 E. 90 feet to an iron pin,

(cont. on back)  
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.

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 containing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness Louise H. H. [Signature] (L.S.)  
Witness Judith A. Ritter (L.S.)  
John D. Vess (L.S.)  
Martha S. Vess (L.S.)

Dated at: Bank of Greer, Greenville, S. C.  
Date: May 10, 1979  
(Paid and Satisfied this the 2 day of Oct., 1980)

State of South Carolina  
County of Greenville  
Personally appeared before Donnie S. Yankersley RMC  
Judith A. Ritter who, after being duly sworn, says that he saw

the within named John D. Vess and Martha S. Vess sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with L. Don Stokes (Witness)

witness the execution thereof.  
Subscribed and sworn to before me  
this 10th of May, 1979  
Louise H. H. [Signature]  
Notary Public, My Commission Expires June 30, 1980

My Commission expires June 30, 1980  
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