

FILED
FEB 28 1977
SOUTH CAROLINA

REAL PROPERTY AGREEMENT

BOOK 74 PAGE 132
VOL 1051 PAGE 827

1. 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 for 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

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 situate, lying and being on the southern side of Confederate Circle, near the City of Greenville, in the County of Greenville, State of South Carolina and known and designated as Lot no. 41, of a subdivision known as Sheffield Forest, Section II, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book BBB at page 61, said lot having such metes and bounds as shown thereon.

Being the same property conveyed to the Grantor herein by deed recorded in Deed Book 799 at Page 376.

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That if default be made in the performance 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, transfer, convey, or to arise from said premises to the Bank and agrees that any lien or jurisdiction may be taken by the Bank or its agents, attorneys, chambers or other authorized persons, with full authority to take possession thereof and collect the rents and profits and to sell the same subject to the further order of such court.

4. That if default be made in the performance 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 due and payable forthwith.

5. That the Bank may, in its discretion, may elect to cause this instrument to be recorded at such times and in such places as Bank, in its discretion, may elect.

6. Upon payment of the 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, devisees, administrators, executors, assigns, successors and assigns. The undersigned agrees that any part of any indebtedness to remain unpaid shall be and constitute conclusive evidence of the effectiveness and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

FILED
JUL 14 1981
RMC

Paid in Full and Satisfied
this JUL 9 1981
1128
By J. Larry Loftis

WITNESSES

Witness J. Wayne Sumner
Witness J. Larry Loftis

C. Wayne Sumner (L.S.)
Nancy C. Sumner (L.S.)

Dated at: Bank of Greer
February 25, 1977
Date

State of South Carolina

County of Greenville

Personally appeared before me Jean Crowson who, after being duly sworn, says that he saw

the within named C. Wayne Sumner and Nancy C. Sumner sign, seal, and as their

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

witness the execution thereof.

Subscribed and sworn to before me
this 25th of February 1977

J. Wayne Sumner
Notary Public, State of South Carolina
My Commission Expires

Jean Crowson
(Witness sign here)

64-111

FEB 20 1977

RECORDED FEB 28 1977

At 11:00 A.M.

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