

REC 4 1978  
SOUTH CAROLINA

REAL PROPERTY AGREEMENT

BOOK 75 PAGE 265  
VOL 1033 PAGE 1-3-2

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 lot of land with improvements situate at the Northeastern intersection of Bedford Drive with Heathwood Drive in Greenville County, South Carolina, being shown as Lot No. 31 on a Plat of the Subdivision of Heathwood made by Dalton & Neves, Engineers, dated July, 1956, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book KK, page 35, reference to which is hereby craved.

This property is conveyed subject to utility rights-of-way, building restrictions and the building set back line shown on recorded plat.

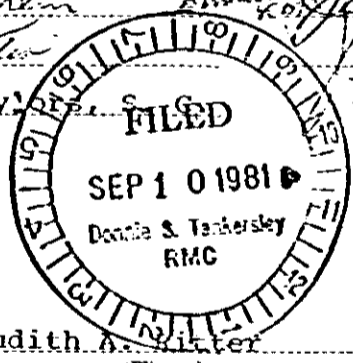
That if default be made in the performance of any of the terms hereof, or if default be made in any payment of principal or interest, or any notes hereof or hereafter signed by the undersigned, the undersigned agrees and does hereby assign the rents and profits arising or to arise from said premises 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 obligations or indebtedness then existing, subject 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 elect.

6. Upon payment of all indebtedness of the undersigned to Bank this agreement, together with all of its covenants and conditions, shall apply to and bind the undersigned, their heirs, legates, devisees, administrators, executors, successors and assigns, to the Bank and its successors and assigns. The affidavit of any officer or department manager of Bank showing any part of said indebtedness to be paid 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.

L.S. Don B. Martin  
L.S. Mary Martin



Witness  
Witness

Bank of Greer, Taylors  
Date: Nov. 15, 1978

State of South Carolina  
County of Greenville

Personally appeared before me Judith A. Ritter who, after being duly sworn, says that he saw the within named Don B. Martin and Mary Martin 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 on 15th day of November 1978  
Notary Public, State of South Carolina  
My Commission Expires June 20, 1979

Judith A. Ritter  
(Witness sign here)

RECORDED DEC 4 1978 at 2:00 P.M. 17055

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