

AUG 29 1978

REAL PROPERTY AGREEMENT

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1. The undersigned hereby agrees to pay to THE BANK OF GREER, GREER, S. C. (hereinafter referred to as "Bank")...

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 in the State of South Carolina County of Greenville, being known and designated as Lot #30, King Acres Subdivision (307 Bentcreek Drive, Greer) and more particularly described as being in Chick Springs Township, located about one mile West from the City of Greer on the South side of Bent Creek Drive and being shown and designated as all of lot number Thirty (30) on plat entitled "King Acres", made by John A. Simmons, Surveyor, dated August 10, 1963, and recorded in Plat Book XV, Page 153, Greenville County P.M.C. Office, having a frontage of 101.4 feet on Bent Creek Drive, reference is hereby made to said plat for a more complete description as to metes and bounds. (See Back)

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 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 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 by any thereof.

17541

2.0001

Witness Elizabeth M. Bennett Betty H. Lister

Witness Jay M. Jenkins

Greer, S.C. 8-25-78

FILED AUG 12 1978

FILED AUG 17 1978

Paul D. Fuller this 11th day of March, 1978

State of South Carolina County of Greenville

Formally appeared before me Elizabeth M. Bennett (Witness) Betty H. Lister (Borrower)

and she did follow the within written instrument of writing, and that I signed with Faye E. Foxier (Witness)

Witness the execution thereof. Subscribed and sworn to before me 25 day of August 1978 Elizabeth M. Bennett (Witness seen here)

Jay M. Jenkins Notary Public, State of South Carolina My Commission expires Jan 24, 1982

(CONTINUED ON NEXT PAGE)

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