

REAL PROPERTY AGREEMENT

val 1031 at 829

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
- 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
- situated on the West side of Wood Drive and the North side of Lawton Ave., between the City of Greer and Pleasant Grove Baptist Church, Chick Springs Township, Greenville County, South Carolina, and being lot No. THIRTY (30) of the J.A. Wood Estate according to survey and plat by John A. Simmons, surveyor, dated February 6, 1963, recorded in Plat Book "DDD" page 21, R.M. C. Office for Greenville County, and having the following courses and disvances to wit:

Beginning at an iron pin on the West side of Wood Drive and the North Side of Lawton Ave., and running thence along Lawton Ave., N. 80-59 W., 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 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, legattes, 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

Witness Barbara B 877055 Lillie M Jackson FILED 2-17-76
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Date FEB 19 1976 DONNIES IANKERSLEY FEB 19 1976 DONNIES IANKERSLEY FEB 19 1976 DONNIES IANKERSLEY FEB 19 1976
County of Scale title Sachura 5 mess who, after being duly swore the them the within named 69, N. + L'. 11, e. M. + Cacle 20 sign, seal, and as their (Borrowers)
the within named Gary N, + h. M, + Garage Sign, seal, and as their (Borrowers) act and deed deliver the within written instrument of writing, and that deponent with (Witness)
witness the execution thereof.
Subscribed and sworn to before me this day of July 1976 Barlain B 7055 (Witness sign here) Notary Public, State of South Carolina 3-18-50 My Commission expires

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