261976 REAL PROPERTY AGREEMENT

IVOL 1040 FASE 209

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
- 1. The property referred to by this agreement is described as follows: Beginning on an old nail and cap in the center of DeYoung Road, and runs thence with the said road, N. 35-45 W. 169 feet to a nail and can in the center of the said road; thence following a terrace as the line, S. 71-19 W. 25.8 feet to an iron pin on the western bank of the road, then continuing with the terrace for a total distance of 100 feet to a stake on the terrace, S. 50-00 W. 50 feet to a bend; thence, S. 1-59 W. 95.5 feet to an iron pin; thence S. 29-23 W. 98 feet to an old iron pin corner; thence with the line of property of Robert L. Leonard N. 54-00 E. 255.5 feet to the beginning corner, containing one acre, more or less.

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 precises, 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
- 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 Rank 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 States Mulliay Witness May II. Socular Dated at: July 22, 1976		Ted al	Fowler (LS)
7/22/76 Date			
State of South Carolina			
the within named Ted W. Fowler & set and deed deliver the within written instrument of writing	(Witness) Linda L. Fot (Borrowers)	oler du Faye	
witness the execution thereof. Subscribed and sworn to before me this 22 day of July 1976 Aux M. Joneley		Penas Mita	ess sign here)
Notary Public, State of South Carolina My Commission expires 50-111 RECORD	ED JUL 26'76	At 12:00 P	м. 240

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