AUG 18 1978

REAL PROPERTY AGREEMENT

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 be 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 piece, parcel or lot of land [illegible] Greenville County, [illegible], lying [illegible] and Cantrell Dr., [illegible] Greenville County, in plat book [illegible] at page 11, and which is recorded in the RMC Office for Greenville County, [illegible] being made a more complete description. [illegible] subject to [illegible], restrictions, easements, and rights appearing on the property and on record in the RMC Office for Greenville County, particularly those recorded in restrictions in Deed Book 802, at Page 45. This is the same or part conveyed to the grantor and granting herein by deed of [illegible] and [illegible] on August [illegible], 1972 and duly recorded on September 1, 1972 in Deed Book 904 at page 143 in the RMC Office for Greenville County.

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, 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 to rely thereon

Witness: Ira W. Sloan

Witness: Sandra J. Rollins

Naomi E. Lark (L.S.)

Naomi E. Powell (L.S.)

(Formerly Naomi E. Powell)

Dated at: Greer, S. C.

8-17-78

Date

State of South Carolina

County of Greenville

Personally appeared before me Ira W. Sloan (Witness) who, after being duly sworn, says that he saw the within named Naomi E. Lark (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Sandra J. Rollins (Witness) witness the execution thereof.

Subscribed and sworn to before me this 17 day of August, 19 78

Ira W. Sloan

Notary Public, State of South Carolina
My Commission expires 5-27-79

Sandra J. Rollins
(Witness sign here)

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RECORDED AUG 18 1978 at 1:45 P.M.

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