



REAL PROPERTY AGREEMENT

REG. NO. 1143-201

1
O.
2
O.

To-wit: That I, the undersigned, do hereby declare to THE BANK OF GREER, GREER, S. C., hereinafter referred to as "Bank", that I am the undersigned, jointly or severally, and will all of such taxes and indebtedness have been paid in full, or until twenty-one (21) days from the date of the last payment of the undersigned, and above, if not sooner, the undersigned jointly and severally, promise and agree:

1. To pay, save to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described below:

2. That at 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, conveying or in any manner disposing of, the real property described below, or any interest therein; or any leases, rents or funds held under lease agreement relating to said property; and

3. ^{The property referred to by this agreement is described as follows:} All of that lot of land in the County of Greenville, State of South Carolina, Containing 2.31 Ac., recorded in the R.M.C. Office for Greenville County in Plat Book 868 at page 362 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of S.C. 415 (Old Buncombe Road) at the corner of Leo Pace and running thence S 35 W 675.5 feet to an iron pin; thence N 46-15 W 150 feet to an iron pin; thence along a line at the edge of a right of way 40 feet in width, to be used as an access road, which line is parallel to the line of R.N. McDonald and Leo Pace and is 20 feet S 46-15 E from said line as follows: N 35 E 675.5 feet to an iron pin in the center of said S.C. Highway 415; thence with the center thereof S 46-15 E

That it shall 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 sums due (over) or otherwise due by the undersigned, the undersigned agrees and hereby agrees the same and so far as may be lawfully done to give Bank full power to the Bank and agree that any justice or judge or court, at chambers or otherwise, against a receiver of the aforesaid premises, with full authority to take possession thereof and collect the rents and profits and build the same subject to the further order of such court.

4. That it shall be made in the performance of any of the terms hereof, or if any of said rentals or other sums be not paid to Bank when due, Bank, at its discretion, may declare the entire remaining unpaid principal and interest of any obligation or indebtedness then remaining owing to Bank to be due and payable forthwith.

5. That the Bank may and is hereby authorized and directed 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, friends, associates, executors, administrators and assigns, and inure to the benefit of Bank and its successors and assigns. The affixes of my, Ralph R. Knight, in the right of Bank, who is my agent, to this instrument to remain unpaid shall be and remain as evidence of the validity, existence and continuing force of this agreement, and no person may and is hereby authorized to rely thereon.

Wm. R. Towe

Wm. R. Knight

Bank of Greer, Taylors, S.C.

Dated at:

February 20, 1981

Ralph R. Knight
Lillian M. Knight

State of South Carolina

County of Greenville

Personally appeared before me

Ruth R. Towe

Notary Public, State of South Carolina

My commission expires

Ralph R. Knight and Lillian M. Knight

Notary Public, State of South Carolina

My commission expires

W. Ronald Knight

Notary Public, State of South Carolina

and I do declare the within instrument is valid and that I consent thereto.

I have read the instrument above.

Signed and sworn to before me
20 February 1981

U. S. Notary Public
State of South Carolina
My commission expires 2-28-81

10-111

CLERK'S OFFICE

4323 RV.2