

RECORDING FEE
PAID \$1.25

OCT 17 1973

JAMES P. COOK

R.M.C.

REAL PROPERTY AGREEMENT

BOOK 28 PAGE 819
VOLUME 956 PAGE 256

In consideration of such date and understanding as shall be made by or before due to THE BANK OF GREER, S. C. otherwise referred to as "Bank" to or from the undersigned, jointly or severally, and until all of such date and understanding have been paid in full, or until termination 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 making or permitting any lot or other subdivision other than those currently 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 contract or agreement relating to said property; and

3. The property referred to by the agreement is described as follows: All that lot of land in Greenville County, South Carolina, being known as Lot 148 on plat of Avon Park Subdivision recorded in Plat Book KK at pages 70 and 71 in the RMC Office for Greenville County, and fronting on Marlowe Lane.

PAID IN FULL AND SATISFIED THIS 1st DAY OF October, 1975.

20783 Witnesses: James D. Pruitt

THE BANK OF GREER

By: Ervin D. Pruitt Susie A. Barber

That it default be made in the performance of any of the terms hereof, or if any default be made in any payment of principal or interest, or any other term of or otherwise related to the undersigned, the undersigned agrees and does hereby assign the rents and profits arising in or after this day, and forever to the Bank and agrees that any judge or jurisdiction may, at their own or otherwise, appoint a receiver of the undivided premises with full authority to take possession thereof and collect the rents and profits and bind 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 default or other cause 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 herein authorized and permitted to cause this instrument to be recorded at such time and in such place as Bank, in its discretion, may direct.

6. This agreement of all modifications of the undersigned to this this agreement shall be and become part and of no effect and until then it shall apply to and bind the undersigned, their heirs, executors, administrators, successors and assigns, and more to the benefit of Bank and its successors and assigns. The action of any officer or department manager of Bank during and prior to the execution hereof shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of the agreement and any general laws and/or statute authorized to make them.

Ervin D. Pruitt
Susie A. Barber
Taylors, S. C.
Signed at Taylors, S. C.

October 5, 1973
Ervin D. Pruitt

State of South Carolina
County of Greenville
Personally appeared before me Louise Don Stokes, Notary Public, this 5th day of October, 1973, and acknowledged that he has read the foregoing instrument and that he executed the same in his presence, and that he did so voluntarily, and that he signed the same in his own handwriting.
The witness, Ervin D. Pruitt and Susie A. Barber, Notary Public, did acknowledge the execution of the foregoing instrument and that he signed the same in his presence, and that he did so voluntarily, and that he signed the same in his own handwriting.
I witnessed the execution thereof.

Submitted and sworn to before me
the 5 day of October, 1973

Carrie A. Barbara
Notary Public, State of South Carolina
My Commission Expires
August 15, 1978

88-211 real property agreement recorded Oct 17, 1973 at 10:15 A.M. #1066

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