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REAL PROPERTY AGREEMENT

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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

3. The property referred to by this agreement is described as follows: All that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, in Chick Springs Township, on the northern side of a road connecting the Old Tanyard Road and Sandy Flat Road and described as follows:
BEGINNING at a concrete monument on the northern side of said road connecting the Old Tanyard Road and Sandy Flat Road and running thence N. 14 E. 190 feet 10 inches to a concrete monument on the northeastern corner of the road; thence N. 55-15 W. 171 feet 4 inches to concrete monument; thence S. 33-15 W. 273 feet 8 inches to a concrete monument on the southern side of road; thence with said road S. 77-45 E. 250 feet 6 inches to the beginning corner, containing 1.12 acres, more or less.
(over)

That if default be made in the performance of any of the terms hereof, or if default [illegible] in any payment of principal or interest, or any note hereof or hereafter signed by the undersigned, the undersigned agrees and does hereby [illegible] 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 [illegible] of the described premises, with full authority to take possession thereof and collect the rents and profits and hold the same [illegible]

4. That if default be made in the performance of any of [illegible] other sums be not paid to Bank when due, Bank, at its election, may declare the entire remaining unpaid principal [illegible] than remaining unpaid to Bank to be due and payable forthwith.

5. That the Bank may and is hereby authorized and [illegible] such time and in such phases as Bank, in its discretion, may elect.

6. Upon payment of all indebtedness of the undersigned to Bank [illegible] terms hereof and of no effect, and until that it shall apply to and bind the undersigned, their heirs, legatees, devisees, [illegible] successors and assigns, and inure to the benefit of Bank and its successors and assigns. The affidavit of any officer or director [illegible] any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuance [illegible] this agreement and any person may and is hereby authorized to rely thereon.

Witness: J. Larry Loftis — Lowell Pirkle (L.S.)

Witness: Judith A. Pittis — Helen L. Pirkle (L.S.)

Bank of Greer

Feb. 6, 1976

Date

FILED
MAR 21 1980
Register of Mesne Conveyances
Greenville, S.C.

FILED
FEB 10 1976
DONNIE S. TANKERSLEY

State of South Carolina

County of Greenville

Personally appeared before me Judith A. Pittis (Witness) who, after being duly sworn, says that he saw the within named Lowell Pirkle and Helen L. Pirkle (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with J. Larry Loftis (Witness) witnessed the execution thereof.

Subscribed and sworn to before me this 6th day of Feb. 1976

J. Larry Loftis

Notary Public, State of South Carolina
My Commission Expires June 20, 1979

Judith A. Pittis
(Witness sign here)

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