FILED

BOOK 75 PAGE 71

VOL 1083 PAGE 464

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 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 certain piece, parcel or lot of land, situate, lying and being on the southeastern side of Havenhurst Drive in the County of Greenville, State of South Carolina, being known and designated as Lot 38 on Final Plat Number One of Homestead Acres recorded in the RMC Office for Greenville County in Plat Book "RR", at Page 35, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of Havenhurst Drive, joint front corner of Lots 38 and 39, and running thence with the joint line of said Lots S. 25-03 E. 182.7 feet to an iron pin in line of Lot 30; thence N. 65-00 E. 90 feet to an iron pin at the joint rear line of Lots 38 and 37; thence N. 24-25 W. 216.2 feet to an iron pin on the southeastern side of Havenhurst

That if default be made in the performance of any of the terms hereof, or if (cont. on back) 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 Judith A. Ritter — James T. Simms (L.S.)

Witness Louie Don Stokes — Delia F. Simms (L.S.)

Dated at: Bank of Greer, Taylor St. Greer, S. C. 29687

Sept. 5, 1978

Date

GREENVILLE CO. S.C.

AUG 31 11 54 AM '81

DONNIE S. TANKERSLEY
R.M.C.

5599

Paid in Full and Satisfied this Aug 27 1981
Bank of Greer (W. H. B.)
Greer, S. C.
By L. Ronald Kinney
Witness Ruth R. Smith

C. Victor Pyle

State of South Carolina

County of Greenville

Personally appeared before me Judith A. Ritter (Witness) who, after being duly sworn, says that he saw the within named James T. Simms and Delia F. Simms (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Louie Don Stokes (Witness) witness the execution thereof.

Subscribed and sworn to before me this 5th day of Sept. 19 78

Notary Public, State of South Carolina
My Commission expires June 23, 1979

Judith A. Ritter
(Witness sign here)

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