AUG 26 1977

BOOK 78 1124

# 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 certain piece, parcel or lot of land in Greenville County, State of South Carolina, situate on the southern side of Kingsridge Drive, in Chick Springs Township, being shown and designated as Lot. No. 11 on a plat of Botany Woods, Inc., recorded in the RMC Office for Greenville County in Plat Book YY, at Page 173, and described as follows:

BEGINNING AT an iron pin on the southern side of Kingsridge Drive, at the joint front corner of lots Nos. 11 and 12 and running thence with the line of Lot 12, S. 20-41 E. 274.5 feet to pin; thence N. 72-39 E. 100 feet to pin, rear corner of Lot 10; thence with the line of Lot 10, N. 20-45 W. 270.6 feet to pin on Kingsridge Drive; thence with the southern side of Kingsridge Drive, S. 74-45 W. 100 feet to pin, the point of beginning. (continued on back)

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 rentals 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 — Ralph Boone (L.S.)

Witness: J. Larry Loftis — Helen D. Boone (L.S.)

Recorded at: Bank of Greer — Paid and Satisfied this the 22nd day of Sept 19 78

August 23, 1977 — Date

11246

BANK of GREER

By Elizabeth M. Bennett

Witness: Vera L. Pettit

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 Ralph Boone and Helen D. Boone (Borrower) 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 23rd day of August, 1977

Judith A Ritter (Witness sign here)

Notary Public, State of South Carolina

My Commission expires June 20, 1978

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