5.1 In consideration of such loans and indebtedness as shall be made by or become due to THE BANK OF GREER, GREER, S. C. (hereinafter re 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 twen 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
- 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 in the State of South Carolina, County of Greenville, being know and designated as Lot No. 26 of a subdivision know as Rosewood Park according to a plat thereof recorded in the R.M.C. Office for Greenville County in Plat Book TT at Page 30 and having, according to said plat, the following mates and bounds, to-wit. plat, the following metes and bounds, to-wit: plat, the lollowing metes and bounds, to-wit:
 Beginning at an iron pin on the southern side of LynnDrive at the joint front
 corner of Lots Nos. 26 and 27; running thence along the line of Lot No. 27,
 corner of Lots Nos. 26 and 27; running thence along the rear line of Lot
 S. 3-25 E. 142 feet to an iron pin; running thence along the rear corner of Lots
 No. 26, S. 79-57 W. 100 feet to an iron pin at the joint rear corner of Lots
 Nos. 25 and 25 and 26; thence along the joint line of said lots, N.3-46W: (on back)

That if default be made in the performance of any of the terms hereof, or it 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 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.
- That the Rank 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
- 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, legaties, 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 containing force of this agreement and any person may and is pereby authorized to rely

Barliare

| August 23, 1972 | | | |
|---|----------------------------|----------------|------------------------------------|
| Date | | | |
| | | | |
| State of South Carolina | | | Sh e |
| County of Greenville Carrie A. | Barbare | who, after | being duly sworn, says that he saw |
| Personally appeared before me | (Witness) 1 Margaret L. | | Bign, seal, and as their |
| act and deed deliver the within written instrument of writing, and that deponent with | | Jean Crowson | |
| | | (Witne | 283) |
| witness the execution thereof. | • | • | |
| Subscribed and sworn to before me | | 1. 01 | حمدي |
| this 23 day of August 1972 | | (Witness 8 | ign here) |
| Carrie a. Barbare | | | |
| Notary Public, State of South Commission Expire | es_ (Cor | tinued on next | page) |

(Continued on next page)

50-111

Dated at: Taylors, South Carolina

Contt م الله 146 feet to an iron pin on the southern side of said Lynn Drive at the joint front corner of Lots Nos. 25 and 26; thence withthe southern side of said Lynn Drive, N.82-00 E. 100 feet to the point of beginning.

Real Property Agreement Recorded August 31, 1972 at 12:45 P. M., # 6467

August 15, 1978