

RECORDING FEE
PAID \$ 1.25



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 S.C. on the S. side of a County Road, and being a small strip off of Tract No. 5 as shown on plat recorded in Deed Book 547, at page 85, RMC Office for Greenville County and described as follows: BEGINNING at an iron pin on the S. side of a County Road, said point being 75 feet from the Bank front corner of Lots 1 and 5 and running thence S. 2-45 West approximately 280 feet to a point; said point being 86 1/2 feet from the rear corner of Lots 1 and 5, running thence North 88-15 East 1 1/2 feet to a point; running thence through Tract No. 5, a new line, North 0-11 West approximately 288 feet to a point on the South side of said County Road; thence along said County Road, North 87-15 West 10 feet to the beginning corner. This being a small portion of the property heretofore conveyed to the Grantors herein by deed of James W. Kennedy and Frances H. Kennedy dated February 24, 1956 and recorded in the RMC Office for Greenville County in Deed Book 547, at page 16.

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 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, legates, 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 containing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness Joe Copeland (L.S.)
 Witness James W. Fowler (L.S.)
James C. Hawkins, Jr. (L.S.)
Obelia A. Hawkins (L.S.)

Dated at: BANK OF GREER
2-16-73
 Date

State of South Carolina
 County of GREENVILLE
 Personally appeared before me JOE COPELAND who, after being duly sworn, says that he saw the within named JAMES C. HAWKINS, JR. AND OBELIA A. HAWKINS sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with EAYE H. FOWLER witness the execution thereof.

Subscribed and sworn to before me
 this 16 day of FEBRUARY, 1973
Joe Copeland (Witness sign here)
 Notary Public, State of South Carolina
 My Commission expires Jan. 31, 1978

50-111 Real Property Agreement Recorded February 20, 1973 at 2:15 P. M., # 23370

SATISFIED AND CANCELLED OF RECORD
18th DAY OF aug. 1978
Donnie S. Tankersley
 R. M. C. FOR GREENVILLE COUNTY, S. C.
 AT 1:00 O'CLOCK P. M. NO. 5440

FOR SATISFACTION TO THIS MORTGAGE SEE
 SATISFACTION BOOK 60 PAGE 223