

RECORDING PAID \$ 1.75
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REAL PROPERTY AGREEMENT

IN WITNESS WHEREOF, the undersigned, jointly and 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 All those pieces, parcels or

3. The property referred to by this agreement is described as follows: lots of land lying, being and situate on the Northeast side of the Wayman Smith Road about 1 1/2 miles Southwest of the Town of Greer, in Chick Springs Township, County and State aforesaid, and being known and designated as lots Nos. Seven (7) and Eight (8) of the J. Wayman Smith property as shown on plat prepared by H.S. Brockman, Reg. Surveyor, dated Nov. 9, 1948 and which plat was amended by said surveyor on June 11, 1954 and July 20, 1954 and which amended plat has been recorded in the R.M.C. Office for said County in Plat Book HH, page 79, and having the following courses and distances, to wit: BEGINNING at a stake on the Northeast side of said road at the joint front corner of lots Nos. 6 and 7 as shown on said amended plat and running thence N. 48-47 E. 189.8 feet to a

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. (over)

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, legattes, 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 Jay H. Fowler William H. Smith (L.S.)
 Witness Barbara B. Moss Marilyn B. Smith (L.S.)

Dated at: Greer, S.C.
9-6-74
 Date

State of South Carolina South Carolina
 County of Greenville

Personally appeared before me Faye H. Fowler who, after being duly sworn, says that he saw
 (Witness)
 the within named William H. Smith & Marilyn B. Smith sign, seal, and as their
 (Borrowers)
 act and deed deliver the within written instrument of writing, and that deponent with Barbara B. Moss
 (Witness)
 witness the execution thereof.

Subscribed and sworn to before me
 this 6 day of Sept 1974
Barbara B. Moss
 Notary Public, State of South Carolina
 My Commission expires 6-12-80

Jay H. Fowler
 (Witness sign here)

REC-70

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