

175
AUG 16 1976
DONNIE S. TANKERSLEY
REAL

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 piece, parcel or lot of land with the improvements thereon, Greenville County, S. C. Chick Springs Township, located 4 miles South of Greer, S. C. on the Northern side of Waymon Smith Road, being shown as all of lot number Sixty (60) on a plat of property made for J. Waymon Smith by H. L. Brockman, surveyor, dated May 7, 1958, which plat is recorded in Greenville County R.M.C. office, and has the following metes and bounds, to wit:

Beginning at an iron pin on the Northern side of J. Waymon Smith Road at the joint front corner of lots 59 and 60 and runs thence N. 48-55 E., 200 feet to an iron pin at the joint rear corner of lots 59 and 60; thence S. 39-55 E., 100 feet as the common rear line of lots 53 and 60 to joint rear corner of lots 60 and 61;
 -See Reverse Side-

That if default be made in the performance of any of the terms hereof, or if or hereafter signed by the undersigned, the undersigned agrees and does hereby 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 *[Signature]* (L.S.)
 Witness *[Signature]* (L.S.)

Dated at: Greer, S. C.
 Aug. 13, 1976
 Date

State of South Carolina
 County of Greenville

Personally appeared before me Joe Copeland who, after being duly sworn, says that he saw
 (Witness)
 the within named Bobby D. Ellis & Doris G. Ellis sign, seal, and as their
 (Borrowers)
 act and deed deliver the within written instrument of writing, and that deponent with Faye H. Fowler
 (Witness)
 witness the execution thereof.

Subscribed and sworn to before me
 this 13 day of August, 1976
[Signature] (Witness sign here)
 Notary Public, State of South Carolina
 My Commission expires Jan. 31, 1978

continued--thence S. 48-55 W. 200 feet as the common line of lots 60 and 61 to an iron pin on the Northern side of Waymon Smith Road; thence S. 39-55 W. 100 feet along the Northern side of said Road to the beginning corner.

RECORDED AUG 16 '76 At 11:00 A.M.

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