

FILED  
MAY 25 1978

REAL PROPERTY AGREEMENT

Vol 1079 Pa. 840

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 be 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, do hereby 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 lot of land located in the State of South Carolina, County of Greenville, which Springs Township, approximately 1/2 mile West of Fairview Church on the Northeast side of Sugar Road, containing 0.74 acres, more or less, and being bounded on the West by J.W. Sims, Jr., on the North and East by other lands of Grantor, and on the South by Sugar Road, and having the following metes and bounds to wit: Beginning at a nail in center of Sugar Road (iron pin back at 20 feet, and running thence along said road to a nail in center of Sugar Road (iron pin back at 20 feet, and running thence along and with Sugar Road S. 5-12 E. 100 feet and continuing with Sugar Road S. 52-45 E. 60 feet to nail in Sugar Road (iron pin back at 21 feet, and running thence N. 37-37 E. 222 feet to an iron pin; thence S. 80-45 E. 100 feet to an iron pin; thence N. 37-35 E. 106 feet to the beginning corner.

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 do hereby assign the rents and profits arising or to arise from said premises to the Bank and agree 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, legatees, devisees, administrators, executors, successors and assigns, and made 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 *Sandra J. Rollins*

*William Earl West* (L.S.)

Witness *John W. Alon*

*Sturley L. West* (L.S.)

Dated at *Greer, S.C.*  
this *23-23-78* day of *May* 19 *78*

State of South Carolina  
County of *Greenville*

Personally appeared before me *William Earl West and Sturley L. West* who, after being duly sworn, says that he saw the within named *William Earl West and Sturley L. West* sign, seal, and as their act and deed deliver the within written instrument of writing, and that document with *Sandra Rollins* witness the execution thereof.

Subscribed and sworn to before me this *23* day of *May* 19 *78*

*Sandra J. Rollins*  
Witness sign here

*John W. Alon*  
Notary Public, State of South Carolina  
My Commission expires *5-27-79*

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Recorded May 25, 1978 at 12:15 P/M

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