

DEC 13 1978

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 situate, lying and being in the County of Greenville, State of South Carolina, and being known and designated as Lot Number 76, Wellington Green, on plat recorded in the RMC Office for Greenville County, South Carolina, in Plat Book YY at Page 29. -271-P16, 3-3-11

This property is conveyed subject to all easements, restrictions, zoning ordinances and rights of way of record, or on the ground, which may affect said lot.

This is the same property conveyed to the Grantors by deed recorded in Deed Book 969 at Page 589 of the RMC Office for Greenville County, S. C.

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, legatties, 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 *Judith A. Ritter* (L.S.)
 Witness *Louie Don Stokes* (L.S.)

Bank of Greer
 Dated at: 12-6-78
Taylor, S. C. 29687
 Date

State of South Carolina
 County of Greenville
 Personally appeared before me Judith A. Ritter who, after being duly sworn, says that he saw
 (Witness)
 the within named Charles E. Parks sign, seal, and as their
 (Borrowers)
 act and deed deliver the within written instrument of writing, and that deponent with Louie Don Stokes
 (Witness)

witness the execution thereof.
 Subscribed and sworn to before me
 this 6th day of December, 19 78
Judith A. Ritter
 (Witness sign here)
Louie Don Stokes
 Notary Public, State of South Carolina
 My Commission expires _____

50-111 17953

RECORDED DEC 13 1978 at 9:30 A.M.

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