



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 for 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, when due, to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described below; and

Without the prior written consent of Bank, to refrain from creating or permitting any lien or other encumbrance (other than those presently existing) to be placed upon, 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

2. The property referred to by this agreement is described as follows:

All that certain parcel or lot of land situated on the west side of the Taylor Road, leading from Taylor's Packing Shed to the Mosteller Road, Oneal Township, Greenville County, State of South Carolina, containing 1.25 acres, more or less, and having the following courses and distances, to-wit:

BEGINNING on a stake on the west edge of the above named road, and being on or near the J. P. Taylor line, and runs thence with the said road, S. 28-15 W. 121 feet to a stake in the west edge of the said road (iron pin on the west bank 11 feet from the true corner); thence N. 73-15 W. 255 feet to an iron pin; thence N. 15-15 E. 200 feet to an iron pin; (OVER)

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, 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 *[Signature]* (L.S.)
Witness *Fay H. Fowler* (L.S.)
Sylvia Medlock (L.S.)
Greer, S. C.

Dated at: 1-28-80
Date

State of South Carolina

County of Greenville

Personally appeared before me JOE COPELAND

(Witness) who, after being duly sworn, says that he saw the within named N. Evans Medlock and Sylvia sign, seal, and as their (Borrowers)

act and deed deliver the within written instrument of writing, and that deponent with Fay H. Fowler (Witness)

witness the execution thereof.

Subscribed and sworn to before me this 28 day of January, 19 80

Fay H. Fowler
Notary Public, State of South Carolina
My Commission expires July 24, 1988

[Signature]
(Witness sign here)

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