

FILED
JUL 14 1981

REAL PROPERTY AGREEMENT

BOOK 1151 PAGE 687

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") by 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 certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot Number 56 of the Canebroke Subdivision on plats recorded in Plat Book 5-P at Page 46 of the RMC Office for Greenville County.

This is the same property conveyed to the Grantor by deed of College Properties, Incorporated recorded September 12, 1978 in Deed Book 1087, Page 164 of the RMC Office for Greenville County.

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.

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 Eunice F. Graham x Richard D. Watts (L.S.)
 Witness Donna W. Gosnell x Martha F. Watts (L.S.)

5070
1491
875

Dated at: Taylors, S.C.
June 18, 1981
Date

State of South Carolina
County of Greenville

Personally appeared before me Eunice F. Graham who, after being duly sworn, says that he saw
(Witness)
the within named Richard D. Watts and Martha F. Watts sign, seal, and as their
(Borrowers)
act and deed deliver the within written instrument of writing, and that deponent with Donna W. Gosnell
(Witness)

witness the execution thereof.

Subscribed and sworn to before me
this 18 day of June 1981

Eunice F. Graham
(Witness sign here)

Austin Rochester
Notary Public, State of South Carolina My Commission expires March 7, 1983

1095

RECORDED JUL 14 1981 at 11:30 A.M.

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