

FILED
GREENVILLE CO. S. C. REAL PROPERTY AGREEMENT

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In consideration of this [Real Property Agreement] to be made by us before due to THE BANK OF GREENVILLE, GREENVILLE, S.C., hereinafter called to as "Bank" to or from the undersigned, jointly or severally, and in full of such sum and indebtedness hereinafter set forth, or until twenty-one years following the date hereof, the undersigned, whether joint or severally, the undersigned jointly and/or severally, promise and agree:

1. To pay, give to Bank, 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 or upon, and from transferring wholly, or in any manner disposing of, the real property described below, or any interest therein; or any lease, rents or funds held under contract agreement relating to said premises; and

All that certain parcel or lot of land in Highland Township of Greenville County, South Carolina, located on the northwest side of State Highway No. 14, about eight miles north of the City of Greer, shown on a plat made for the Thurmon L. Pittman Estate by J.Q. Bruce, Surveyor, dated March 31, 1964, and having the following courses and distances: BEGINNING on an iron pin on the margin of said State Highway, and runs thence N. 41-05 W. 227 feet to an iron pin; thence N. 27-03 E. 175.7 feet to an iron pin; thence S. 50 E. 263.4 feet to an iron pin on the margin of said highway; thence bearing S. 40-00 W. 207 feet to the beginning corner, containing one acre, more or less. This is the same property conveyed to Truman Pittman by H. Inman, Master of Greenville County, as shown by deed recorded in the R.W.C. Office for Greenville County.

That it shall be made in the performance of any of the terms hereof, or in the event of any breach or non-observance of any term or provision of this instrument, or if any note or bond or otherwise signed by the undersigned, the undersigned agrees to make such filing prior to or to arise from said provision to the Bank and agrees that any officer or jurisdiction may, in their discretion, otherwise, appoint a receiver of the tract(s) herein, with full authority to take possession thereof and collect the rents and profits and hold the same subject to the payment of the amount due and unpaid.

3. That if default be made in the performance of any of the terms hereof, or if any sum and rental or other sums be not paid to Bank when due, Bank, at its option, may declare the entire remaining amount unpaid and interest of any obligation or indebtedness then remaining unpaid to Bank to be due and payable forthwith;

4. That the Bank may sue in any appropriate court of law for the enforcement of this instrument as to itself and in such places as Bank, in its discretion, may elect;

5. Payment of all indebtedness by the undersigned to Bank, this agreement shall be and become void of no effect, and until then it shall apply to and bind the undersigned, their heirs, executors, administrators, successors and assigns, and inure to the benefit of Bank and its successors and assigns. The signature of any officer or agent, manager or Bank showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity of the same, notwithstanding the fact that this agreement and any person may add to it or change it or rely thereon.

Perry M. Fowler

Truman L. Pittman

Dated at Greenville, South Carolina MAY 8 1974

28215

State of South Carolina

County of Greenville

Personally sworn before me Perry M. Fowler Notary Public

the witness named Truman Pittman

and who did swear the within written instrument is true, and that he signed the same in his name and in that of his wife, well and in full knowledge of the contents thereof.

Subscribed and sworn to before me
the 16 day of November 1971

Perry M. Fowler
Notary Public, State of South Carolina
My Commission expires 3-1-72

Recd Recd November 16, 1971 At 1:22 P.M. # 13237

