

REAL PROPERTY AGREEMENT

VOL 1029 PAGE 267
BOOK 40 PAGE 780

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 certain piece, parcel or lot of land in Butler Township, Greenville County, State of South Carolina, near the City of Greenville, being known and designated as Lot 25 of a subdivision known as McSwain Gardens, a plat of which is of record in the R.M.C. Office for Greenville County in Plat Book GG, at Page 75, and having the following metes and bounds, to-wit:

Beginning at a point on the northeastern side of Shannon Drive at the joint corner of Lots 24 and 25 and running thence N. 43-40 E. 170.4 feet to a point at the joint rear corner of Lots 24 and 25; thence S. 46-20 E. 108.7 feet to a point on the western side of Mimosa Drive at the joint corner of Lots 25 and 26; thence with the western side of Mimosa Drive S. 13-02 W. 64.3 feet to a point; thence

(cont. on back)
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, or if 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, 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 place as Bank, in its discretion, may elect.

6. Upon payment of all indebtedness of the undersigned to Bank this agreement shall become void and of no effect, and until then it shall apply to and bind the undersigned, their heirs, legates, 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 continuing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness *Judith A. Ritter*
Witness *Jimmie D. Geyer*
Witness *Eleanor J. Geyer*

Dated at: Bank of Greer
Date: December 18, 1975

State of South Carolina
County of Greenville
Personally appeared before me *Judith A. Ritter*

the within named *Jimmie D. Geyer and Eleanor J. Geyer*
(Borrowers)

act and deed deliver the within written instrument of writing, and that deponent with *J. Larry Loftis*
(Witness)

witness the execution thereof.
Subscribed and sworn to before me
this 18th day of December, 1975

J. Larry Loftis
Notary Public, State of South Carolina
My Commission expires
My Commission Expires
June 20, 1979

Judith A. Ritter
(Witness sign here)

AUG 16 1976

RECORDING FEE
DECEMBER 18 1975
R.M.C.

BRISSEY & LATHAN, P.A.
JAN 5

4515

AUG 18 3 53 PM '75
DONNIE S. TANKERSLEY
R.M.C.

0780

4328 RV-2