

DONNIE S. YANKERSLEY  
R.M.C.  
FILED

REAL PROPERTY AGREEMENT

BOOK 73 PAGE 681

1027 PAGE 520

In consideration of such loans and indebtedness as are hereinafter referred to, the undersigned, jointly and severally, and each of them, do hereby certify that such loans and indebtedness have been paid in full, or until twenty-one days after the death of the last survivor of the undersigned, whichever first occurs, the undersigned, jointly and severally, promise and agree

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1. To pay, prior to becoming delinquent, all taxes, assessments and charges of every kind imposed or levied upon the real property described herein, and to discharge the same as they become due to THE BANK OF GREER, GREENVILLE, S. C. (hereinafter referred to as "Bank").

2. Without the prior written consent of the Bank, to permit any lien or other encumbrance (other than that of a mortgage) to exist on, and from transferring, selling, conveying or in any manner disposing of, the real property described below, or any interest therein, or any lease, rents or proceeds held under contract thereon.

3. The property referred to by this agreement is described as follows: That certain piece, parcel or lot of land, with all improvements thereon, situate, in Full County, in the State of South Carolina, County of Greenville, in Quick Springs Township, on the northwestern side of U. S. Highway #29 near the City of Greenville, shown as the major portion of lot shown on plat recorded in Plat Book 0 at Page 92, and being more particularly described as follows:

Beginning at an iron pin on the northwestern side of U. S. Highway #29; at the joint front corner with an 18-foot strip heretofore conveyed to Shelton J. Rimer, and running thence with line of said strip, N. 357.7 feet to an iron pin; thence S. 51-47 W. 18 feet to a concrete monument in line of property now or formerly of W. T. Edwards; thence with line of said property, N. 31-38 W. 1096

That if default be made in the performance of any of the terms hereof, or if default be made in the payment of any 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, legatees, devisees, administrators, executors, successors and assigns, and issue 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 J. Larry Loftis (S.S.)  
Witness James M. Crain (S.S.)  
Witness Mary C. Crain (S.S.)

Dated at: Bank of Greer, Taylors, S. C.  
February 16, 1979  
Date

State of South Carolina  
County of Greenville

Personally appeared before me J. Larry Loftis (Witness)  
the within named James M. Crain and Mary C. Crain (Borrowers) sign, seal, and as their  
act and deed deliver the within written instrument of writing, and that deposited with Louie Don Stokes (Witness)

Witness the execution thereof.  
Subscribed and sworn to before me  
this 16 day of February, 1979

Louie Don Stokes  
Notary Public, State of South Carolina  
My Commission expires Aug 20, 1979

PAID  
BANK OF GREER, GREENVILLE, S. C.

PAID  
BANK OF GREER, GREENVILLE, S. C.

J. Larry Loftis  
(Witness)

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