

1.75

REAL PROPERTY AGREEMENT

Vol 1030 PAGE 559

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 piece, parcel or lot of land in Chick Springs Township, Greenville County, State of South Carolina, and being a portion of the lands formerly belonging to the estate of S. J. Foster and conveyed to the grantor by deed of all the heirs thereof. It begins on the southern side of the Rutherford Road at an iron pin at corner of lands previously conveyed to L. G. Floyd and runs thence along the Floyd line S. 28-55 W. 564.1 feet to iron pin on lands of Elbert Foster; thence N. 55-12 E. 217.5 feet to iron pin between twin oak stumps; thence along lands now or formerly of M. W. Fore N. 4-30 W. 200 feet to iron pin; thence continuing along the Fore lands N. 85-30 E. 172 feet to iron pin; thence N. 37-09 W. 482 feet to iron pin on the southern side of Rutherford Road at corner of lands of Hubert Bridwell; 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 dues 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.

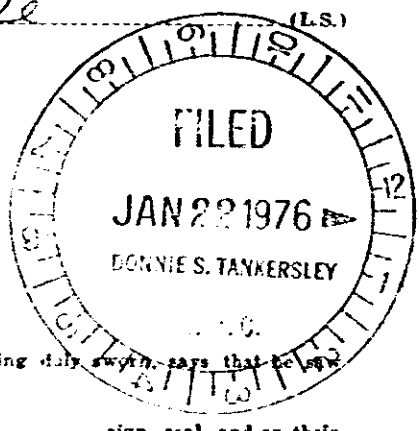
5. That the Bank may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as Bank, in its discretion, may elect.

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, legacies, 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 *[Signature]*
Bank of Greer

Herbert Shupe (L.S.)
Cora Shupe (L.S.)

Dated at: Bank of Greer
January 16, 1976
Date



State of South Carolina
County of Greenville

Personally appeared before me Judith A. Ritter who, after being duly sworn, says that he/she

the within named Herbert Shupe and Cora Shupe sign, seal, and as their

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

witness the execution thereof.
Subscribed and sworn to before me
this 16th day of January, 1976
[Signature]
Notary Public, State of South Carolina
My Commission expires June 20, 1979

Judith A. Ritter
(Witness sign here)

(CONTINUED ON NEXT PAGE)

4328 RW-2

0559