

REAL PROPERTY AGREEMENT

VOL 1034 PAGE 583

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 of those parcels or lots of land in Oneal Township of Greenville County South Carolina, lying on the east side of the old Holliday Road, being all of Lots Nos. 25 and 26 on a plat designated as Holiday Hill, Section 2 of the Estate of Agnes M. Holliday, prepared by John A. Simmons, Surveyor, dated May 4, 1966, recorded in the R.M.C. Office for Greenville County in Plat Book PPP At page 5, and having such courses and distances as are delineated and shown on said plat, reference to which is expressly made for complete and detailed descriptions of said lots. The above described property is all of that conveyed to Peggy H. Sellers by Walter T. Holliday, et al Exec. of the Estate of Agnes Mosteller Holliday as shown by two separate deeds on

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.

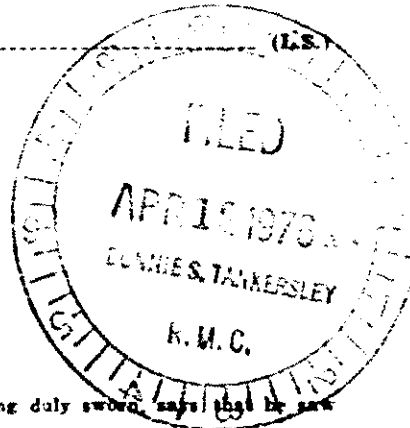
5. That the Bank may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as Bank, in its discretion, may elect.

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 Elizabeth M. Bennett Robert B Sellers (L.S.)

Witness Barbara B Moss (L.S.)

Dated at: Greer, S.C. 11-9-76 Date



State of South Carolina County of Greenville

Personally appeared before me Elizabeth M. Bennett who, after being duly sworn, says that he saw the within named Robert B. Sellers (Witness) sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with Barbara B. Moss (Witness) witness the execution thereof.

Subscribed and sworn to before me this 9 day of April 1976 Elizabeth M. Bennett (Witness sign here) Barbara B Moss Notary Public, State of South Carolina My Commission expires 8-10-80

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