

JUN 7 1976  
DONNIE S. TANKERSLEY

REAL PROPERTY AGREEMENT

VOL 1037 PAGE 540

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 lying, being and situate on the West side of Memorial Drive Extension and on the South Side of Valley Creek Drive, about three miles Northwest of Greer, in O'Neal Township, County and State aforesaid, and being known and designated as Lot No. One (1) of the Valleyhaven property of W. Dennis Smith as shown on plat prepared by H.S. Brockman and John A. Simmons, Registered Surveyors, dated July 22, 1959 and which plat has been recorded in the R.M.C. Office for said County in Plat Book TT, Page 11. This being a part of the property which was conveyed to W. Dennis Smith by E.G. Fuller by Deed recorded in said (over)

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 Dianne C. Davidson Bruce T. Foster (L.S.)  
 Witness Barbara B. Moss Josie M. Foster (L.S.)

Dated at: Bank of Greer, Greer, S.C.  
6-3-76  
Date

State of South Carolina  
 County of Greenville  
 Personally appeared before me Dianne C. Davidson who, after being duly sworn, says that he saw  
 (Witness)  
 the within named Bruce T. Foster and Josie M. Foster sign, seal, and as their  
 (Borrowers)  
 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 3 day of June, 1976  
Barbara B. Moss  
 Notary Public, State of South Carolina  
 My Commission expires 6-10-80  
Dianne C. Davidson  
 (Witness sign here)

4328 IN-23

0549