

Greenville  
NOTICE

TILED  
MAR 30 1977  
DONALD S. TAMERLEY

REAL PROPERTY AGREEMENT

VOL 1053 PAGE 718

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, situate, lying and being in the State of South Carolina, County of Greenville, on the south side of Drayton Drive, being known and designated as Lot 26 of the Flaming Heights property, plat of which is of record in the REC Office for Greenville County in Plat Book KE-113, reference to which is hereby craved for a metes and bounds description thereof. This being the same property which was conveyed to Mary Alice B. Burrell by Claud J. Burrell by deed recorded in the REC Office for Greenville County in Deed Book 778-257 on July 22, 1965. Mary Alice B. Burrell Campbell (formerly Mary Alice B. Burrell) conveyed a one-half (1/2) undivided interest in said property to James W. Campbell by deed which was recorded on July 27, 1973, in the REC Office for Greenville County in Deed Book 960-149.

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, legates, 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.

105 AC

Witness *Jane Erwin*  
Witness *John W. Sloan*

*Mary Alice Campbell* (I.S.)  
*James W. Campbell* (I.S.)

Dated at: *Greenville, S.C.*  
*3-24-77*  
Date

State of South Carolina  
County of *Greenville*

Personally appeared before me *Jane Erwin* who, after being duly sworn, says that he saw  
(Witness)  
the within named *Mary Alice Campbell + James W. Campbell* sign, seal, and as their  
(Borrowers)  
act and deed deliver the within written instrument of writing, and that deponent with *Jane Erwin*  
(Witness)  
witness the execution thereof.

Subscribed and sworn to before me  
this *24* day of *March*, 19*77*  
*John W. Sloan*  
Notary Public, State of South Carolina  
My Commission expires *5-27-79*

*Jane Erwin*  
(Witness sign here)

4328 RV-2