FILED
NOV 28 1977
JAMES TANKERSLEY

REAL PROPERTY AGREEMENT

VOL 1069 PAGE 248

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 O'Neal Township, Greenville County, State of South Carolina, with the improvements thereon, about one mile north of Greer, lying on the east side of a new cut road, and being known as Lot No. 31 on plat of the B. W. Waters property, June 16th, 1949, amended February 4th, 1952, and having the following metes and bounds, to-wit: (Plat Book LLL, Page 170)

BEGINNING on an iron pin on the east side of said new cut road, joint corner of Lots Nos. 18 and 31, and runs thence with t he common line of Nos. 18 and 31 N. 78-34 E. 172.5 feet to iron pin on the Arthur Zimmerman Estate Line; thence with the said line S. 10-02 E. 100 feet to a stake on the said line; 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 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 J. Larry Loftis — J. Douglas Noe (L.S.)

Witness Judith A. Ritter — Joyce M. Noe (L.S.)

Dated at: Bank of Greer

November 14, 1977
Date

State of South Carolina

County of Greenville

Personally appeared before me Judith A. Ritter (Witness) who, after being duly sworn, says that he saw the within named J. Douglas Noe and Joyce M. Noe (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with J. Larry Loftis (Witness) witness the execution thereof.

Subscribed and sworn to before me this 14th day of November 1977, 19

Judith A. Ritter
(Witness sign here)

Notary Public, State of South Carolina
My Commission expires June 30, 1979

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