FILED
AUG 23 1978

REAL PROPERTY AGREEMENT

VOL 1085 PAGE 997

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 lot of land with the buildings and improvements thereon situate on the southwest side of Thornwood Drive,near the City of Greenville,in Greenville County,South Carolina,being shown as Lot No.13 on plat of Thornwood Acres, recorded in the RMC Office for Greenville County,South Carolina,in Plat Book MM Page 59,and having according to said plat,the following metes and bounds,to wit:

BEGINNING at an iron pinon the southwest side of Thornwood Drive at the joint front corner of Lots 12 and 13 and runs thence along the line of Lot 12,S.73-25 W.,174.1 Feet to an iron pin;thence S.15-05 E.,80 feet to an iron pin;thence with the line of lot 14,N.74-55 E., 175 feet to an iron pin on the southwest

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 grants 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 empowered to have 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, legatees, 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: J. Larry Loftis — Harris M. Ward (L.S.)

Witness: Judith A. Ritter — Irene E. Ward (L.S.)

Dated at: Bank of Greer, Taylors, S. C. 29687

August 7, 1978
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 Harris M. Ward and Irene E. Ward (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 7th day of August, 19 78

J. Larry Loftis
Notary Public, State of South Carolina
My Commission expires

Judith A. Ritter
(Witness sign here)

50211

GCTO ------2 AU23 78 606

1.75CI

(CONTINUED ON NEXT PAGE)

4328 RV.2