

AUG 29 1978

REAL PROPERTY AGREEMENT

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1. 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

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 the State of South Carolina County of Greenville, being known and designated as Lot #30, King Acres Subdivision (307 Bentcreek Drive, Greer) and more particularly described as being in Chick Springs Township, located about one mile West from the City of Greer on the South side of Bent Creek Drive and being shown and designated as all of lot number Thirty (30) on plat entitled "King Acres", made by John A. Simmons, Surveyor, dated August 10, 1963, and recorded in Plat Book YY, Page 153, Greenville County R.M.C. Office, having a frontage of 101.4 feet on Bent Creek Drive, reference is hereby made to said plat for a more complete description as to metes and bounds. (See 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, legacies, 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 Elizabeth M. Bennett Betty H. Lister (LS)

Witness Day H. Fowler (LS)

Dated at: Greer, S.C. 8-25-68 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 Betty H. Lister sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Day H. Fowler witness the execution thereof.

Subscribed and sworn to before me this 25 day of August 1978

Elizabeth M. Bennett (Witness sign here)

Day H. Fowler Notary Public, State of South Carolina My Commission expires 24, 1988

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