

REAL PROPERTY AGREEMENT

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In consideration of such loans and indebtedness as shall be made by or become due to The Palmetto Bank (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 cawrow 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 west side of Sherondale Lane, near the Town of Simonsville, Austin Township, Greenville County, South Carolina, being shown as Lot 135 on Plat of Section II, Sheet No. II of Westwood Subdivision, recorded in the R.M.C. Office for Greenville, S. C. in Plat Book 4-F, Page 45, and having, according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the west side of Sherondale Lane at the joint corner of Lots 134 and 135 and runs thence along the line of Lot 134 N. 82-39 W. 150 ft. to an iron pin; thence S. 7-31 W. 90 ft. to an iron pin; thence along the line of Lot 136 S. 82-39 E. 150 ft. to an iron pin on the west side of Sherondale Lane; thence along Sherondale Lane

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 unpa 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, legattee, 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 Ruth T. Armstrong *Ruth T. Armstrong* (L.S.)
 Witness Margaret R. Sheppard *Margaret R. Sheppard* (L.S.)

Dated at: Simpsonville, SC
Date: 1/29/79

State of South Carolina
County of

Personally appeared before me Ruth T. Armstrong who, after being duly sworn, says that he saw the within named Donald E. DeKoever sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Margaret R. Sheppard

Subscribed and sworn to before me this 29th day of January 1979
Jasper C. Mann
Notary Public, State of South Carolina
My Commission expires 11/29/88

Ruth T. Armstrong
(Witness sign here)

RECORDED FEB 5 1979 at 1:00 P.M.

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