DONNIE S. TANKERSLEY
R.M.C.
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REAL PROPERTY AGREEMENT

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In consideration of 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, when due and prior to delinquency, 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, County of Greenville, State of S.C., located near Johnson Road and on the Southern side of Frederick Street and the Western side of Williamsburg Drive and being shown and designated as lot number TWENTY-NINE (29) SECTION TWO (2) on plat of property entitled "Jamestown Estates," made for Ratterree-James Insurance Agency by Campbell & Clarkson, Surveyors, Inc., dated November 30, 1973, which plat is recorded in the R.M.C. Office for Greenville County and having the following courses and distances to-wit:

BEGINNING at the joint front corner of lots 29 and 30 on the Western side of

(over)

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, 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: Vivian H. Burrell — Betsy S. Couch (L.S.)

Witness: Robin E. King (L.S.)

Executed at: Greer, South Carolina

March 29, 1979
Date

State of South Carolina
County of Greenville

Personally appeared before me Vivian H. Burrell and made oath that he saw the within named Betsy S. Couch (Grantor) sign, seal and as their act and deed deliver the within written instrument of writing, and that he with Robin E. King (Witness) witnessed the execution thereof.

Subscribed and sworn to before me
this 29 day of March, 79

Dorothy D. McHugh
Notary Public, State of South Carolina
My Commission expires

Vivian H. Burrell
(Witness sign here)

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