

DONNIE S. YANKERSLEY
R.M.C.
FILED

REAL PROPERTY AGREEMENT

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") by or for 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

AM 1. To pay, prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described
789 111212345

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: BEGINNING at a point on the eastern edge of the sidewalk on Miller Street even with the coping along the southern edge of the lot herein described, and thence along Miller Street North ninety-one (91) feet; thence West a distance of about two hundred and fifteen (215) feet; thence South ninety-one (91) feet; thence East about two hundred and fifteen (215) feet to the beginning corner, and bounded on the East by Miller Street, on the North by Mrs. Eula Mayfield, on the West by J. C. Cunningham Estate and on the South by property belonging to the Estate of D. D. Davenport, and being the same property conveyed to Anna Greene and Emma G. Moseley by deed of Malcolm Davenport as recorded in Deed Book 114 at Page 251, P. M. C. Office for Greenville County.

Being the same property conveyed to Thomas L. Smith by deed of Edna G. Thompson, Executrix

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, legates, 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

Barbara B. Moss

Thomas E. Leland

(L.S.)

Witness

Joe Copeland

Sharron D. Leland

(L.S.)

Greer, S. C.

Dated at:

July 16, 1979

Date

State of South Carolina

County of Greenville

Personally appeared before me Barbara B. Moss, who, after being duly sworn, says that he saw

(Witness)

the within named Thomas E. and Sharron D. Leland, sign, seal, and as their

(Borrowers)

act and deed deliver the within written instrument of writing, and that deponent with Barbara B. Moss Joe Copeland

(Witness)

witness the execution thereof.

Subscribed and sworn to before me

this 16 day of July, 1979

Barbara B. Moss

(Witness sign here)

Notary Public, State of South Carolina 1-24-88
My Commission expires

50-111

4328 RV-2