

JENNIE S. TANKERSLEY  
R.M.C.  
FILED

REAL PROPERTY AGREEMENT

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SEP 12 1979  
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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 (21) days following the death of the last survivor of the undersigned, whichever first occurs, the undersigned, jointly and severally, promise and agree

1. To become delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described herein.

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 certain piece, parcel or tract of land, situate in Butler Township, G'ville Co., S. C., about seven(7) miles east of the City of Greenville, bordering on New Boiling Springs Rd., and containing 1.48 acres, being a portion of the lands of R. W. Ross and adjoining the lands, now or formerly of Sarah W. Bruin, having the following metes and bounds, to wit: BEGINNING at a point in the middle of New Boiling Springs Rd. at the corner of this parcel and the lands of R. W. Ross, and running thence N. 25-48 W (150 ft.) to a point in the middle of New Boiling Sp. Rd. at the corner of the intersection of this parcel and the lands now or formerly owned by Sarah W. Bruin; thence N. 74-01 E (436)ft) to an iron pin; thence S. 25-48 E (150)ft.) to an iron pin; thence S. 74-01 W (436 ft.) to the Beginning corner.

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, legattes, 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 containing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness Sandra J. Rollins (L.S.)  
Witness Richard J. Ross (L.S.)  
Witness Dan W. Sloan (L.S.)  
Witness Ruby C. Ross (L.S.)

Dated at: Greer, S. C.  
Sept. 10, 1979  
Date

State of South Carolina

County of Greenville

Personally appeared before me Dan W. Sloan Sandra J. Rollins who, after being duly sworn, says that he saw (Witness)

the within named Richard J. Ross and Ruby C. Ross sign, seal, and as their (Borrowers)

act and deed deliver the within written instrument of writing, and that deponent with Sandra J. Rollins Dan W. Sloan (Witness)

witness the execution thereof.

Subscribed and sworn to before me  
this 10 day of September, 1979.

Dan W. Sloan  
Notary Public, State of South Carolina  
My Commission expires 5-17-80

Sandra J. Rollins  
(Witness sign here)

50-111  
Recorded September 12, 1979  
at 11:00 A.M.

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