



REAL PROPERTY AGREEMENT

BOOK 1130 PAGE 298

1981 JUN 20

is liable for all 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 after 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 above; and
- 2. With 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 lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Butler Township, being known and designated as Lot 11 of Merrifield Park as shown on plat recorded in the R.M.C. Office for Greenville County in Plat Book 000 at Page 177 and having the following metes and bounds. BEGINNING at an iron pin on the northern side of Merrifield Dr., joint front corner of Lots 10 and 11 and running thence N. 22-22E. 178.3 ft. to an iron pin; thence S. 75-58E. 105 ft. to an iron pin; thence S. 19-00W. 186.5 ft. to an iron pin on the northern side of Merrifield Dr.; thence with Merrifield Dr., N. 71-00W. 95.1 ft. and N. 69-58W. 20 ft. to the beginning corner; being the same conveyed to us by Robert P. Stirn by deed dated Feb. 8, 1973, and recorded in the R.M.C. Office for Greenville County in Dead Vol. of 967 at page 69.**

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 Vivian C. Bishop (L.S.)
 Witness Donna W. Gosnell (L.S.)
Thomas E. Godfrey (L.S.)
Janice W. Godfrey (L.S.)

Dated at: Taylors, South Carolina

March 24, 1981
Date

NOTARY PUBLIC JUN 19 1981 639

State of South Carolina

County of Greenville

Personally appeared before me Vivian C. Bishop who, after being duly sworn, says that he saw (Witness)

the within named Thomas E. Godfrey and Janice W. Godfrey sign, seal, and as their (Borrowers)

act and deed deliver the within written instrument of writing, and that deponent with Donna W. Gosnell (Witness)

witness the execution thereof.

Subscribed and sworn to before me this 24th day of March 1981

Vivian C. Bishop
(Witness sign here)

Huston Richetta
Notary Public, State of South Carolina

My Commission expires March 7, 1983

50-111 RECORDED JUN 19 1981 at 12:00 P.M.

35165

4328 RV-2