



REAL PROPERTY AGREEMENT

BOOK 1155 PAGE 343

For 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 years following the death of the undersigned, whichever first occurs, the undersigned, jointly and severally, promise and agree

To pay, prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described below:

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, lying and being in O'Neal Township, G'ville County, State of S.C. School District II-A, and more particularly described as follows: Beginning at an IP on the Northerly margin of Berry's Mill Rd., said IP being at the South-easterly corner of, now or formerly, Bennefield property, and runs thence N 62-08 W 450 ft. to a stake at a poplar tree; runs thence N 50 E 100 ft. to a stake; runs thence S 62-08 E 450 ft. to a stake on margin of aforesaid road; runs thence along said road, S 50 W 100 ft. to the point and place of Beginning, and being a portion of that certain ten (10) acres more or less conveyed to D. W. Thomas by deed of J. Dalton Reece, dated June 7, 1949 and recorded in Deed Book 384 Page 156, Greenville County Registry.

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  
Witness L. Don Stokes

Richard A. Justice (L.S.)  
Doris Jean Justice (L.S.)

Dated at: Greer, S. C.  
Aug. 13, 1981  
Date

State of South Carolina

County of Greenville

L. Don Stokes

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

the within named Richard Arlen Justice sign, seal, and as their  
(Borrowers)

act and deed deliver the within written instrument of writing, and that deponent with L. Don Stokes Sandra J. Rollins  
(Witness)

witness the execution thereof.

Subscribed and sworn to before me  
this 13 day of August, 1981

L. Don Stokes  
(Witness sign here)

Sandra J. Rollins  
Notary Public, State of South Carolina  
My Commission expires 11-17-87

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50-111 RECORDED SEP 18 1981 at 11:00 A.M.

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