

FILED
GREENVILLE CO. S. C.

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

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In consideration of such loans and indebtedness as shall be made by or become due to Community Bank (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, prior to becoming delinquent, 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 certain piece, parcel or lot of land in Butler Township, Greenville County, State of South Carolina, near the City of Greenville, being known and designated as the Western portion of Lot No. 17 of a Subdivision known as Boiling Springs Estates, as shown on plat recorded in the RMC Office for Greenville County, South Carolina in Plat Book YY, Pages 14 and 15, and having, according to more recent plat entitled Property of Alvin C. Fincher, dated March 19, 1968, by C. O. Riddle, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the North side of Phillips Road at the joint front corner of Lots 17 and 18, and runs thence along line of Lot No. 18, N 10-17 W, 333 feet to an iron pin at the corner of Lot No. 24; thence along the line of Lot No. 24, N 74-44 E, 286.1 feet to an iron pin; thence along a new line through Lot No. 17, S 10-17 E, 357.8 feet to an iron pin on the North side of Phillips Road, thence along the North side of Phillips Road, S 79-43 W, 285 feet to the point of beginning, containing 2.26 acres.

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, on 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 of 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 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.

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