

**FILED**  
**AUG 19 1983**

**REAL PROPERTY AGREEMENT**

**BOOK 1622 PAGE 44**

In consideration of the covenants and covenants as shall be made by or for me 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 covenants and covenants have been paid in full, or until twenty-one years after the date of the last maturity of the undersigned, whichever first occurs, the undersigned, jointly and severally, promise and agree

1. To pay, prior to becoming delinquent, all taxes, assessments, fees and charges of every kind imposed or levied upon the real property described herein; 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 lease, rents or facts held under escrow agreement relating to said premises; and

3. The property referred to by this agreement is described as follows: **All that piece, parcel or lot of land in Chick Springs Township, Greenville County, State of South Carolina, in the Town of Taylors, including buildings and improvements thereon, situate on the East side of Edwards Road, bounded on the North by lands of G. A. and W. T. Skinner, on the East by lands of J. F. Freeman Estate, on the South by land of Stephen A. Stokes, and on the West by the Edwards Road, and having the following courses and distances to-wit:**

**BEGINNING at an iron pin on the East side of Edwards Road at the Southwest corner of the Skinner Land, and runs thence with the Skinner line N. 77-3/4 E. 354-5/6 feet to an iron pin on the Freeman line; thence with the Freeman line S. 32-1/2 W. 61-2/3 feet to an iron pin, Freeman corner; thence S. 4-1/2 E. 30 feet to an iron**

**over) 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 other hereof, or hereafter signed by the undersigned and agreed to by me hereby assign the rents and profits arising or to arise from said premises to the Bank and agree that any judgment or judgments, at law or in equity, against a mortgagor of the described premises, with full authority to take possession thereof and collect the rents and profits and to bid the same subject to the further order of said Bank.**

4. That if default be made in the performance of any of the terms hereof, or if any of said rents 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 obligations then remaining unpaid to Bank to be due and payable forthwith.

5. That the Bank may and is hereby authorized to cause this instrument to be recorded at such time and in such place as Bank, in its discretion, may elect.

6. Upon payment of all obligations of the undersigned to Bank this agreement shall be and become null and of no effect, and until then it shall apply to and bind the undersigned, heirs, legatees, devisees, administrators, executors, successors and assigns, and inure to the benefit of Bank and its successors and assigns. The affidavit of any of these persons in payment to Bank showing any part of said obligations to remain unpaid shall be and constitute evidence in favor of the validity of this agreement and any person may and is hereby authorized to rely thereon.

Witness *Lull B. Towe*  
 Witness *Diana O. Ferguson*

*Claude T. Burrell* (L.S.)  
*Arbutus W. Burrell* (L.S.)

Dated at **Bank of Greer, Taylors, S.C.**

**Aug. 15, 1983**

State of South Carolina

County of Greenville

**Ruth R. Towe**

Personally appeared before me

who, after being duly sworn, says that he saw

the within named

**Claude T. Burrell and Arbutus W. Burrell**

sign, seal, and as their

and had and delivered the within written instrument of writing, and that deposited with

**Diana O. Ferguson**

(Witness)

witness the execution thereof

Subscribed and sworn to before me

this **15** day of **August**

**1983**

*Lull B. Towe*  
 (Witness sign here)

*Mary J. Kahis*  
 Notary Public, State of South Carolina  
 My Commission expires

5700

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