

RECORDED  
175

BOOK 45 PAGE 56  
VOL 1031 PAGE 927

REAL PROPERTY AGREEMENT

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 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 piece, parcel or lot of land in Chick Springs Township, Greenville County, State of South Carolina, about one mile northwest from Reid's School and being in Reid's School District No. 9-E, lying on the northeast side of the Paris Mountain Road, and being a part of the same land that was conveyed to H. C. Loftis and Mae Loftis by deed from T. G. Jones, March 13, 1946, and recorded in the office of the R.M.C. for Greenville County in Deed Book 300, at page 290, and having the following courses and distances, to wit:

BEGINNING at a point in the said road, joint corner of the <sup>Walter</sup> ~~Walter~~ <sup>Children's</sup> ~~Children's~~ land, and runs thence with the said road and the Children's <sup>Line N. 80° 30' W.</sup> ~~Line N. 80° 30' W.~~

That if default be made in the performance of any of the terms hereof, or if any rental or other sums be not paid to Bank when due, Bank, at its election, may declare the entire remaining unpaid principal and interest on any loans or indebtedness then remaining unpaid to Bank to be due and payable forthwith.

4. That if default be made in the performance of any of the terms hereof, or if any rental or other sums be not paid to Bank when due, Bank, at its election, may declare the entire remaining unpaid principal and interest on any loans or indebtedness then remaining unpaid to Bank to be due and payable forthwith.

5. That the Bank may and is hereby authorized and empowered to receive the payments 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 remain in full force and effect, and the undersigned, their heirs, legatees, devisees, administrators, executors, assigns and assigns, and issue 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 enforceability of this agreement and any person may and is hereby authorized to rely thereon.

FILED  
GREENVILLE CO. S. C.  
MAR 15 9 1777  
DONNIE S. TAYLOR  
R.M.C.

Witness Jerry Loftis (L.S.)  
Witness Judith A. Ritter (L.S.)  
BANK OF GREER  
Garvin L. Boiter  
Doris Boiter

Dated at:  
Feb. 13, 1976  
Date

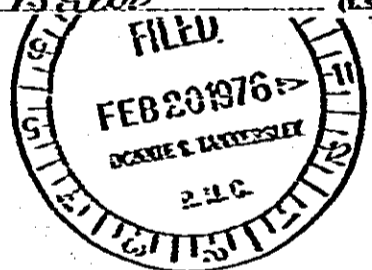
State of South Carolina  
County of Greenville

Personally appeared before me Judith A. Ritter via, after being duly sworn, says that he saw  
the within named Garvin L. Boiter and Doris Boiter sign, seal, and as their  
act and deed deliver the within written instrument of writing, and that deposit with J. Larry Loftis  
witness the execution thereof.

Subscribed and sworn to before me  
this 13th day of February, 1976

Judith A. Ritter  
(Witness sign here)

Notary Public, State of South Carolina  
My Commission Expires June 30, 1978  
58-111



4328 RV-23