

RECORDING FEE
PAID \$ 1.25



REAL PROPERTY AGREEMENT

BOOK 60 PAGE 223
VOL 968 PAGE 5

In consideration of such loans and indebtedness as shall be made by or become due to THE BANK OF GREER, GREER, E. 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 any agreement relating to said premises; and

The property referred to by this agreement is described as follows: All that certain piece, parcel or lot of land in the County of Greenville, State of S.C., on the S. side of a County Road, at page 85, R.M. Office for Greenville County and described as follows: BEGINNING at an iron pin on the S. side of a County Road, said point being 75 feet from the front corner of Lots 1 and 5, and running thence North 87-15 West approximately 200 feet to a point; said point being 11 feet from the rear corner of Lots 1 and 5, running thence North 83-15 East 11 feet to a point; running thence through Tract No. 5, a new line, North 0-11 West approximately 200 feet to a point on the South side of said County Road; thence along said County Road, North 87-15 West 10 feet to the beginning corner. This being a small portion of the property heretofore conveyed to the Grantors herein by deed of James W. Kennedy and France W. Kennedy dated February 24, 1956 and recorded in the R.M. Office for Greenville County in Deed Book 547, at page 16.

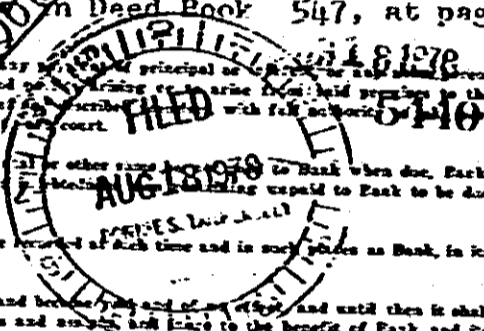
That if default be made in the performance of any of the terms hereof, or if the undersigned or hereafter signed by the undersigned, the undersigned agrees and does hereby warrant to the Bank and agree that any judge or justice may, at chambers or otherwise, appoint a receiver of the premises described herein with full authority to collect the rents and profits and hold the same subject to the further order of the 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 payable to Bank when due, Bank at its election, may declare the entire remaining unpaid principal and interest of all obligations of the undersigned to Bank to be due and payable forthwith.

5. That the Bank may sell or convey the property herein to be sold or conveyed 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, legatees, devisees, administrators, executors, successors and assigns and shall be to the benefit of Bank and its successors and assigns. The affidavit of any officer or partner or manager of Bank showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and binding force of this agreement and any person may and is hereby authorized to rely thereon.

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Witness Joe Copeland James C. Hawkins, Jr. (S.S.)
Witness Jay H. Fowler Cherida A. Hawkins (S.S.)

Dated at: BANK OF GREER
2-16-73
Date

State of South Carolina

County of GREENVILLE

Personally appeared before me JOE COPELAND who, after being duly sworn, says that he saw

the within named JAMES C. HAWKINS, JR. AND CHERIDA A. HAWKINS sign, seal, and on their

act and deed deliver the within written instrument of writing, and that deponent with JAY H. FOWLER

witness the execution thereof.

Subscribed and sworn to before me
this 16 day of FEBRUARY 1973

Jay H. Fowler
Notary Public, State of South Carolina
My Commission expires JAN. 31, 1974

Joe Copeland
(Witness sign here)

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