

FILED
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REAL PROPERTY AGREEMENT

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BOOK 60 PAGE 435

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 certain lot of land in Chick Springs Township, Greenville County, State of South Carolina, being shown and designated as Lot 47 on a plat of Section III of Edwards Forest recorded in Plat Book BBB at page 149 and being more particularly described as follows:

BEGINNING at an iron pin on the Eastern side of Wood Creek Drive, at the joint front corner of Lots 46 and 47 and running thence with the line of Lot 46, S. 78-26 E. 460 feet to a branch; thence with the branch as the line, the chord of which is N. 20-29 W. 230.9 feet to a pin; thence S. 89-03 W. 210.9 feet to a pin at corner of Lot 48; thence with the line of Lot 48, S. 81-45 W. 154.4 feet to a pin on Wood Creek Drive; thence continuing S. 22-49 W. 18.3 feet to the point of beginning.

That if default be made in the performance of any of the terms hereof, or if default be made in payment of principal or interest, or any notes hereof or hereafter signed by the undersigned, the undersigned agrees and does hereby assign the real property described herein and all the benefits arising or to arise from said premises to the Bank and agree that any judge or jurisdiction may, at chambers or otherwise, appoint a receiver of the described premises, with full authority to take possession thereof, to collect the rents and profits and hold the same subject to the order of said court.

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

5. Upon payment of all indebtedness due to Bank, this agreement shall be null and void and of no effect, and until then it shall apply to and bind the undersigned, their heirs, devisees, administrators, executors, assigns, and assigns, and inure to the benefit of Bank and its successors and assigns. This agreement shall not be null and void if any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of its validity, effectiveness and continuing effect. This agreement and any person may and is hereby authorized to rely thereon.

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AUG 28 1975
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Witness *J. Larry Loftis*
Witness *Judith A. Ritter*
Bank of Greer
Dated at: August 21, 1975
Date

State of South Carolina
County of Greenville
Personally appeared before me Judith A. Ritter who, after being duly sworn, says that he saw
the within named Herman L. Spitzer and Carol W. Spitzer sign, seal, and as their
act and deed deliver the within written instrument of writing, and that opposed with J. Larry Loftis
witness the execution thereof.

Subscribed and sworn to before me
on 21st day of August 1975
J. Larry Loftis
Notary Public, State of South Carolina
My Commission expires June 20, 1979

Judith A. Ritter
(Witness sign here)

RECORDED AUG 25 75 AT 2:30 P.M. 4993

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