

FILED
AUG 17 1977
R.M.C. OFFICE
GREENVILLE, S.C.

REAL PROPERTY AGREEMENT

VA 1062 PAGE 928
BOOK 61 PAGE 768

in full of such loans and indebtedness as shall be made by or become due to THE BANK OF CREEK, GREER, S. C. (hereinafter referred to as "Bank") from the undersigned, jointly or severally, and until all of such loans and indebtedness have been paid in full, or until twenty-one (21) days following the death of the last survivor of the undersigned, whichever first occurs, the undersigned, jointly and severally, promise and agree to become delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described below, and to pay the same, 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 loans, rents or funds held under contract agreement relating to said premises; and

1. The property referred to by this agreement is described as follows: All that piece, parcel or lot of land, situate lying and being in the County of Greenville, State of South Carolina, on the east side of Lake Fairfield Drive, and being known and designated as a portion of Lot 21 on plat of Section 1 of Lake Forest recorded in the R.M.C. Office for Greenville County in Plat Book "GG" at Page 17, and also a portion of the property of E. D. Cobb adjacent thereto and having, according to a survey by R. K. Campbell dated April 23, 1958, the following metes and bounds, to-wit: BEGINNING at an iron pin on the east side of Lake Fairfield Drive at the joint front corner of Lots 21 and 22 and running thence with the line of Lot 22, N: 69-39 E. 130 feet to an iron pin; thence N. 15-33 E. 84 feet to an iron pin; thence S. 79-33 W. 191 feet to an iron pin on the east side of Lake Fairfield

That if default be made in the performance of any of the terms hereof, or if default be made in any payment of said rental or other sums by the undersigned, Bank when due, Bank, 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 or 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 default be made in any payment of said rental or other sums by the undersigned, Bank when due, Bank, at its election, may declare the entire unpaid principal and interest on the above described premises to be immediately due and payable forthwith.

5. That the Bank may and is hereby authorized and permitted to cause the same to be sold at public sale at such place as Bank, in its discretion, may elect.

6. Upon payment of all indebtedness of the undersigned to Bank the agreement and hereof shall be null and void of no effect, and until then it shall apply to and bind the undersigned, their heirs, legatees, devisees, administrators, executors, assigns, successors and assigns. The affidavit of any officer or department of any State, showing that said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and enforceability hereof, and any person may and is hereby authorized to rely thereon.

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Witness Judith A. Ritter (L.S.)
Witness J. Larry Loftis (L.S.)
Bank of Greer
12141

Dated at: August 12, 1977
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 Paul Wyatt and Mrs. Paul Wyatt sign, seal, and on their part and deed deliver the within written instrument of writing, and that deposited with J. Larry Loftis witness the execution thereof.

Subscribed and sworn to before me this 12th day of August, 1977
J. Larry Loftis
Notary Public, State of South Carolina
My Commission expires June 24, 1979
00-111
Judith A. Ritter
(Witness sign here)
(CONTINUED ON NEXT PAGE)

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