

ATLANTA
R.M.C.
1977
13977

REAL PROPERTY AGREEMENT

BOOK 64 PAGE 44
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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 piece, parcel or lot of land in Greenville County, State of South Carolina, situate on the western side of Leyswood Drive, near the City of Greenville, being shown as Lot no. 137 on a plat of SECTION THREE OF WADE HAMPTON GARDENS, recorded in the RMC Office for Greenville County in Plat Book YY at page 179, and described as follows: BEGINNING at an iron pin on the western side of Leyswood Drive, at the corner of lot No. 138, and running thence with the western side of said Drive, N. 22-35 W. 110 feet to an iron pin at the corner of lot No. 136; thence with the line of said lot, S. 75-00 W. 150 feet to an iron pin at the corner of lot No. 133; thence with the line of said lot S. 17-13 E. 135.8 feet to an iron pin at the corner of

(continued on back)

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 notes hereof 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 any of said rental 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 indebtedness then remaining unpaid to Bank to be due and payable forthwith.
- 5. That the Bank may and is hereby authorized and permitted to cause this instrument to be recorded 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 inure 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 continuing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness Judith A. Ritter Donnie S. Tankersley (L.S.)
 Witness Louie Don Stokes Elizabeth F. Jenkins (L.S.)

Bank of Greer 21600
 Date December 9, 1977
 Paid and Satisfied this the 15th day of Nov 8 1978
 LOVE, THORNTON, AND ASSOCIATES BANK OF GREER

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 C. Ray Jenkins and Elizabeth F. Jenkins sign, seal, and
 act and deed deliver the within written instrument of writing, and that deposit with Louie Don Stokes

Subscribed and sworn to before me
 this 9th day of December
Louie Don Stokes
 Notary Public, State of South Carolina
 My Commission expires June 23, 1979

FILED
 GREENVILLE CO. S. C.
 11 32 AM '79
 DONNIE S. TANKERSLEY
 R.M.C.
Judith A. Ritter
 (Witness sign here)

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