

FILED
AUG 15 1977
DONNIE S. TANKERSLEY
R.M.C.

REAL PROPERTY AGREEMENT

VOL 1062 PAGE 496
VOL 65 PAGE 299

1. The performance of each loan and indebtedness as shall be made by or become due to THE BANK OF GREER, GREER, S. C. (hereinafter referred to as "Bank") by the undersigned, jointly or severally, and until all of such loans and indebtedness have been paid in full, or until twenty-one (21) days after the death of the last survivor of the undersigned, whichever first occurs, the undersigned, jointly and severally, promise and agree to pay, upon becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described below, and to pay, upon 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 rents, issues or proceeds 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 situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot NO. 46 of a subdivision known as Thornwood Acres according to a plat thereof prepared by Jones & Sutherland, Engineers, December 1, 1958 and recorded in the R.M.C. Office for Greenville County in Plat Book MM, at page 59, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Drexmore Drive at the joint front corner of Lots Nos. 45 and 46, and running thence along the joint line of said lots, S. 54-09 E. 139.6 feet to an iron pin at the corner of Lots Nos. 45 and 44; thence along the line of Lot No. 44, S. 85-46 W. 52.4 feet to an

That if default be made in the performance of any of the terms hereof, or if default be made in any (continued on back) act hereof or hereafter signed by the undersigned, the undersigned agrees and does hereby assign the rents and profits accruing 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 act hereof or hereafter signed by the undersigned, the undersigned agrees and does hereby assign the rents and profits accruing 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.

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 null and void, and shall have no effect, and until then it shall apply to and bind the undersigned, their heirs, assigns, administrators, executors, assigns and assigns, and shall remain in full force and effect to the benefit of Bank and its successors and assigns. The undersigned agrees that the failure of the undersigned to pay any of the 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 my hand and seal this 11th day of August 1977 at Greenville, South Carolina.

Witness: Donnie S. Tankersley (L.S.)
Willie C. Smith (L.S.)
Priscilla B. Smith (L.S.)

Dated at: Bank of Greer
August 11, 1977
Date

GCTO ----- 21R26 79 597 1.00CI

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 Willie C. Smith and Priscilla B. Smith sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with J. Larry Loftis witness the execution thereof.

Subscribed and sworn to before me this 11th day of August 1977

J. Larry Loftis
Notary Public, State of South Carolina
My Commission expires June 20, 1979

Judith A. Ritter
(Witness sign here)

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