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REAL PROPERTY AGREEMENT

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 piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, on the eastern side of Harding Drive and being known and designated as Lot No. 7 and a small unnumbered lot adjoining Lot No. 7 on the south as shown on plat of Buckhorn Hills recorded in the R.M.C. Office for Greenville County in Plat Book "EE", at page 147 and having, according to said plat, the following metes and bounds, to-wit:
BEGINNING at an iron pin on the eastern side of Harding Drive at the joint front corner of Lots 7 and 8 and running thence along said Drive S. 17-30 E. 142.9 feet to an iron pin near a branch; thence continuing along said course 5 feet, more or less, to the center of said branch; thence along the center of said

(cont: 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 [illegible] 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.

Satisfied

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 or any obligation or indebtedness then remaining unpaid to Bank to be due and payable forthwith.

Bank of Greer (W. H. B.)
Greer, S. C.

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 null and void, but otherwise shall remain in full force and effect and shall apply to and bind the undersigned, their heirs, legatees, devisees, administrators, executors, 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 continuance of this agreement and Bank is hereby authorized to rely thereon.

WITNESS:

Witness Judith A. Ritter — William C. Poole (L.S.)

Witness J. Larry Loftis — Evelyn R. Poole (L.S.)

Dated at: Bank of Greer

April 2, 1976
Date

APR 9 1979

DONNIE S. TANKERSLEY
R.M.C.
FILED
APR 9 1979
AM 7,8,9,10,11,12,1,2,3,4,5,6 PM

Recorded
Donnie S. Tankersley
R.M.C.

29195

APR 14 1976
DONNIE S. TANKERSLEY

State of South Carolina

County of Greenville

Personally appeared before me Judith A. Ritter (Witness) who, after being duly sworn, says that he saw the within named William C. Poole and Evelyn R. Poole (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with J. Larry Loftis (Witness) witness the execution thereof.

Subscribed and sworn to before me this 2nd day of April, 1976

Judith A. Ritter
(Witness sign here)

Notary Public, State of South Carolina
My Commission expires 6/20/79

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