

NOTARY PUBLIC
DONNIE S. JANKERSALY
AUG 12 1977

REAL PROPERTY AGREEMENT

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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

1. The property referred to by this agreement is described as follows: All that piece, parcel or lot of land in the State of South Carolina, County of Greenville, on the southerly side of Bob White Lane, near the City of Greenville, being shown and designated as Lot No. 40 on plat of Super Highway Home Sites, as recorded in Plat Book P at Page 53, and having according to said plat the following metes and bounds: BEGINNING at an iron pin on the southerly side of Bob White Lane, at the joint front corner of Lots 40 and 41, and running thence with the common line of said lots S. 28-58 E. 186 feet to an iron pin in the center of a five foot strip reserved for utilities; thence along said five foot strip N. 73-35 E. 50 feet to iron pin in line of a twenty foot drainage easement; thence with the line of said easement (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, legates, 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 Robbie G. Bell (L.S.)
 Witness Jay Loftis Charles D. Bell (L.S.)
 Dated at: Bank of Greer Paid and Satisfied this the 12th day of June, 1976
 Date August 9, 1977 37006 BANK of GREER
 State of South Carolina Greenville By Jay Loftis
 County of Greenville Witness Jay Loftis

RETURN to: H. Michael Spivey, Attorney
 Personally appeared before me Judith A. Ritter who, after being duly sworn, deposes that he
 (Witness)
 the within named Robbie G. Bell and Charles D. Bell who, after being duly sworn, deposes that he
 (Borrowers)
 act and deed deliver the within written instrument of writing, and that deponent with J. Larry Loftis
 (Witness)
 witnesses the execution thereof.
 Subscribed and sworn to before me
 this 9th day of August, 1977
Jay Loftis
 Notary Public, State of South Carolina
 My Commission expires 3-20-79
Judith A. Ritter
 (Witness sign here)

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