

DEC 13 1978

REAL PROPERTY AGREEMENT

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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 piece, parcel or lot of land with all buildings and improvements thereon, situate, lying and being on the western side of Sunshine Avenue in Greenville County, South Carolina, being known and designated as Lot. No. 43 on a plat of Sans Souci Highland, Property of H. H. Haynsworth, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book G at Page 126, reference to said plat is hereby craved for the metes and bounds thereof. -235-168-7-7

Conceded
Dennis S. Jenkins
R.M.C.

13604

That if default be made in the performance of any of the terms hereof, or if default be made in the payment of principal or interest, or any notes hereof or hereafter signed by the undersigned, the undersigned agrees and does hereby assign, sell, convey and otherwise dispose of the real property described above to the Bank and agrees that any judge or jurisdiction may, at chambers or otherwise, appoint a receiver of the real property described above 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 the payment of principal or interest, or any notes hereof or hereafter signed by the undersigned, the undersigned agrees and does hereby assign, sell, convey and otherwise dispose of the real property described above to the Bank and agrees that any judge or jurisdiction may, at chambers or otherwise, appoint a receiver of the real property described above 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 in any place 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 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 their heirs, legates, 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 continuing force of this agreement and any part thereof. The undersigned is hereby authorized to rely thereon.

Witness Judith A. Ritter (L.S.)
Witness Jack D. Kelly (L.S.)
Witness Martha Kelly (L.S.)

Dated at: Bank of Greer, Taylors, S.C.
December 5, 1978
Date

State of South Carolina
County of Greenville

Personally appeared before me Judith A. Ritter who, after being duly sworn, says that he saw
(Witness)
the within named Jack D. Kelly and Martha Kelly sign, seal, and as their
(Borrowers)

act and deed deliver the within written instrument of writing, and that deponent with Louie Don Stokes
(Witness)
witness the execution thereof.

Subscribed and sworn to before me
this 5th day of December 19 78
Judith A. Ritter
(Witness sign here)

Louie Don Stokes
Notary Public, State of South Carolina
My Commission expires June 23, 1979
14-111

RECORDED DEC 13 1978 at 9:30 A.M. 17953

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