

FILED
JAN 4 1978
WITNESSES

REAL PROPERTY AGREEMENT

BOOK 63 PAGE 1679
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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 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 in the State of South Carolina, County of Greenville, together with buildings and improvements, situate, lying and being on the northwestern side of Hodgens Drive, being shown and designated as Lot No. 29 on a plat of the Property of Lela S. Hodgens made by J. Coke Smith & Son, dated January, 1956, and recorded in the RMC Office for Greenville County, S. C. in Plat Book JJ at page 189, reference to which is hereby craved for the metes and bounds thereof.

This conveyance is subject to rights of way, easements, conditions, public roads and restrictive covenants reserved on plats and other instruments of public records and actually existing on the ground affecting said property.

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 payments be not paid to Bank when due, Bank, at its election, may declare the entire remaining unpaid principal and interest of any obligation owing 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 in the public records of the State of South Carolina, 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 then it shall apply to and bind the undersigned, their heirs, legattees, devisees, administrators, executors, successors and assigns, and the Bank and its successors and assigns. The affidavit of any officer or department manager of Bank showing any payment made to the Bank shall constitute conclusive evidence of the validity, effectiveness and continuing force of this agreement, and the undersigned hereby agrees to be bound thereon.

Witness Judith A. Ritter
Louie Don Stokes

Witness Gene C. Hunt
Syble K. Hunt

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OCT 5 1 1979
DORRIS S. TANKERSLEY
RMC

Dated at: Bank of Greer
December 22, 1977
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 Gene C. Hunt and Syble K. Hunt 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 22nd day of December, 1977
Louie Don Stokes
Notary Public, State of South Carolina
My Commission expires June 20, 1979

Judith A. Ritter
(Witness sign here)

RECORDED JAN 4 1978 At 11:45 A.M. 19978

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