

DEC 13 1978

REAL PROPERTY AGREEMENT

VIA 1033 PAGE 651
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In consideration of such loans and indebtedness as shall be made by or become due to THE BANK OF CREEK CREEK, S. C. (hereinafter referred to as "Bank") to or from the undersigned, jointly or severally, and said all of such loans and indebtedness have been paid in full, or will be paid within one year 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 lease, rents or funds held under various agreements relating to said property; 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, and being known and designated as Lot Number 76, Wellington Green, on plat recorded in the RMC Office for Greenville County, South Carolina, in Plat Book YY at Page 29. -271-Pl6, 3-3-11

This property is conveyed subject to all easements, restrictions, zoning ordinances and rights of way of record, or on the ground, which may affect said lot.

This is the same property conveyed to the Grantors by deed recorded in Deed Book 969 at Page 589 of the RMC Office for Greenville County, S. C.

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 sums owed or hereafter agreed 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 obligations 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 at once void and of no effect, and until then it shall apply to and bind the undersigned, their heirs, legatees, devisees, administrators, executors, successors and assigns, and issue 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 terms hereof and is hereby authorized to rely thereon.

Judith A. Ritter
Witness
Charles E. Parks
Witness

Charles E. Parks
13 May 80

Bank of Greenville
12-6-78
Taylors, S.C. 29687

State of South Carolina
County of Greenville

Personally appeared before me
Judith A. Ritter

the within named
Charles E. Parks

and did deliver the within written instrument

witness the execution thereof.

Signed and sworn to before me
this 6th day of December 1978

[Signature]
Notary Public, State of South Carolina
My Commission expires

Ralph J. ...
Jay H. ...

33151

who, after being duly sworn, says that he sees

the within named
Louie Don Stokes

witness the execution thereof.

Signed and sworn to before me
this 6th day of December 1978

Judith A. Ritter
(Witness acts here)

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

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