

DONNIE S. YANKERSLEY  
R.M.C.  
FILED

REAL PROPERTY AGREEMENT

70 1564  
1193-549

1. All taxes and liabilities as shall be made by or become due to THE BANK OF GREEK, GREEK S. C. (hereinafter referred to as "THE BANK") on the undersigned, jointly or severally, and until all of such taxes and liabilities have been paid in full, or until ten (10) years following the death of the last survivor of the undersigned, whichever first occurs, the undersigned, jointly and severally, promise and agree to pay to the Bank the sum of \$7,890.00 (Seven Thousand Eight Hundred and Ninety Dollars), all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described herein.

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 herein, or any interest therein; or any lease, rents or funds held under any agreement relating to said property; and

3. The property referred to by this agreement is described as follows:

ALL that certain piece, parcel or lot of land situate, lying and being in the State and County aforesaid, O'Neal Township, near O'Neal, and lying on the southeast side of the road that leads from O'Neal to Berry's Mill, and being a part of the same land that was conveyed to me by Deed from Jessie J. Bramlett, September 27, 1951, recorded in the R. M. C. Office for Greenville County in Deed Book 443 at Page 264 and having the following courses and distances, to wit:

(over)

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 other bond or obligation signed by the undersigned, the undersigned agree and do hereby assign the rents and profits arising or to arise from said premises to the Bank and agree 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 place 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, legal heirs, devisees, administrators, executors, successors and assigns, and shall inure to the benefit of Bank and its successors and assigns. The affidavit of one 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 my hand and seal this 25th day of May, 1979, at Greenville, South Carolina.  
James C. Davidson, Talmadge Duncan, Geraldine Duncan

Witness my hand and seal this 25th day of May, 1979, at Greenville, South Carolina.  
Faye H. Fowler

FILED  
MAY 25 1979  
9 1980  
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

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COUNTY OF GREENVILLE

PAID AND SATISFIED THIS 25th DAY OF MAY, 1980  
BANK OF GREEK JUN 9 1980

Personally appeared before me, the undersigned, James C. Davidson, Talmadge Duncan & Geraldine Duncan, who, after being duly sworn, say that he saw the within named Talmadge Duncan & Geraldine Duncan, sign, seal, and as their (husbands)

and that said Talmadge Duncan & Geraldine Duncan, and that I signed with Faye H. Fowler (Witness)

Witness the execution thereof.

Subscribed and sworn to before me this 25th day of May 1979

Faye H. Fowler  
Notary Public, State of South Carolina  
My Commission expires 31, 1981

James C. Davidson  
(Witness sign here)

(CONTINUED ON NEXT PAGE)

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