

FILED
MAY 25 1978
DONNIE HANSEN

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 lot of land located in the State of South Carolina, County of Greenville, Chick Springs Township, approximately 1/2 mile West of Fairview Church on the Northeast side of Suber Road, containing 0.74 acres, more or less, and being bounded on the west by J.J. Hinds, Jr., on the North and East by other lands of Grantor, and on the South by Suber Road, and having the following metes and bounds to wit: BEGINNING at a nail in center of Suber Road (iron pin back at 20 feet) and turning thence along and with Suber Road S. 53-45 E. 100 feet and continuing with Suber Road S. 52-45 E. 60 feet to nail in Suber Road (iron pin back at 22 feet), and running thence N. 37-07 E. 222 feet to an iron pin; thence N. 68-43 W. 166 feet to an iron pin; thence S. 37-35 W. 186 feet to tie beginning corner.

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 note 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.

3. 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, Bank will, at its election, may declare the entire remaining unpaid principal and interest of any obligation or indebtedness then remaining due to Bank to be due and payable forthwith.

4. 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 the Bank, in its discretion, may elect.

5. Upon payment of all indebtedness of the undersigned to Bank this agreement shall be and become void and of no effect and any of the provisions hereof shall apply to and bind the undersigned, their heirs, legatees, 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 Sandra J. Rollins ✓ William Earl West
Witness Don W. Sloan ✓ Shirley L. West

Dated at Greer, S. C.

5-23-78
Date

Paid and Satisfied this the 18th day of Mar, 1981.

26531

BANK of GREER

State of South Carolina

County of Greenville

Personally appeared before me

Don W. Sloan

who, after being duly sworn, says that he saw

the within named William Earl West and Shirley L. West

sign, seal, and as their

act and deed deliver the within agreement to the said deponent with Sandra Rollins

Witness the execution thereof.

Subscribed and sworn to before me
this 23 day of May 1978

Notary Public, State of South Carolina
My Commission expires 5-27-79

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FILED
MAR 23 1981
DONNIE HANSEN
R.H.C.

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Recorded May 25, 1978 at 12:15 P/M

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