AUG 18 1976

REAL PROPERTY AGREEMENT

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BOOK 74 PAGE 497

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, situate, lying and being on the Eastern side of Sutton Drive, near the city of Greenville, County of Greenville, State of South Carolina, and being known and designated as lots nos. 62 and 63 on a plat entitled Block "D" Mayfair Estates, recorded in the R.M.C. Office for Greenville County S. C. in plat book "S" at pages 72 and 73, and having according to said plat the following Metes and Bounds to-wit:

Beginning at an iron pin on the Eastern side of Sutton Drive at the joint front corner of lots 63 and 64 and running along Sutton Drive S. 2-24 E. 30 feet to an iron pin; thence along Sutton Drive S. 3-36 W. 30 feet to an iron pin; thence along the joint line of lots 61 and 62 S. 82-59 E. 194.9 feet to an iron

That if default be made in the performance of any of the terms hereof, or if default be made in any payment (cont. on back) or in the form of or hereafter signed by the undersigned, the undersigned agrees [illegible] the rents and profits arising or to arise from said premises to the Bank and agrees that any judge or jurisdiction may, at their [illegible] a receiver of the described premises, with full authority to take possession thereof and collect the rents and profits and [illegible] order of said court.

Paid in Full and Satisfied this 7-8-81

4. That if default be made in the performance of [illegible] or in [illegible] of said rental or [illegible] the rights herein, Bank shall, at its election, may declare the entire remaining unpaid [illegible] or in part to be immediately due and payable to Bank and be due and payable forthwith.

JUL 11 1981

Bank of Greer (W. H. B.)
Greer, S. C.

5. That the Bank may at [illegible] as Bank in its discretion, may elect.

FILED
JUN 17 1981
Connie S. Jackson
R.M.C.

3-1394

6. Upon payment of all indebtedness of the undersigned to [illegible] to be and be [illegible] and shall inure to and bind the undersigned, their heirs, [illegible] successors and assigns. The affidavit of any officer [illegible] any part of said indebtedness or any [illegible] and constitute conclusive evidence of the validity, effectiveness [illegible] assessment and [illegible] thereon.

By [illegible]

Witness [illegible]

Witness [illegible]

Witness [illegible] (L.S.)

Witness [illegible] (L.S.)

Dated at: Bank of Greer

August 16, 1976
Date

State of South Carolina

County of Greenville

Personally appeared before me Judith A. Ritter (Witness) who, after being duly sworn, says that he saw the within named Waymon D. Hendrix and Dorothy J. Hendrix (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with J. Larry Loftis (Witness) witness the execution thereof.

Sworn to and subscribed before me this 16th day of August 1976

Judith A. Ritter
(Witness sign here)

Notary Public, State of South Carolina
My Commission expires: My Commission Expired June 20, 1977

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(CONTINUED ON NEXT PAGE)

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