

OCT 10 1978

REAL PROPERTY AGREEMENT

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1. The undersigned hereby agrees to pay to THE BANK OF GREER, GREER, S. C. (hereinafter referred to as "Bank") all 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") 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 to pay to the Bank, prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described below:

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, in the Chick Springs Township, located about 1 mile west from Greer, at the southeast intersection of Bent Creek Drive and Bowers Circle, being known and designated as all of Lot No. 31 on plat entitled KING ACRES made by John A. Simons, Surveyor, dated Aug. 10, 1963, and recorded in Plat Book II, page 153, RMC Office for Greenville County, to which plat reference is hereby made for a more complete description as to metes and bounds. This above described property is conveyed subject to restrictions recorded in Deed Book 734, page 239, RMC Office for Greenville County, and any easements indicated on said plat. This is the same property conveyed to grantors herein by deed of James C. Bennett and James K. Smith recorded in Deed Book 901, Page 103, RMC Office for Greenville County.

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 sum hereof or hereafter signed by the undersigned, the undersigned agrees and does hereby assign the rents and profits arising from the above described premises to the Bank and agrees that any judge or jurisdiction may, at chambers or otherwise, appoint a receiver of the described premises, 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 default be made in any payment of principal or interest, or any other sum hereof or hereafter signed by the undersigned, the undersigned agrees and does hereby assign the rents and profits arising from the above described premises to the Bank and agrees that any judge or jurisdiction may, at chambers or otherwise, appoint a receiver of the described premises, to take possession thereof and collect the rents and profits and hold the same subject to the further order of said court.

5. That the Bank may and is hereby authorized and empowered to receive and collect the rents and profits of said rental or other sums not paid to Bank when due, Bank at its election, may declare the entire remaining unpaid principal and interest of any loan or indebtedness remaining unpaid to Bank to be due and payable forthwith.

6. Upon payment of all indebtedness of the undersigned to the Bank of Greer, Greer, S. C. (hereinafter referred to as "Bank") all 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") 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 to pay to the Bank, prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described below:

Witness Sandra J. Rollins (L.S.)

Witness Dan W. Sloan (L.S.)

Dated at: Greer, S. C.
2-29-78
Date

GCTO
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State of South Carolina

County of Greenville

Personally appeared before me Sandra J. Rollins who, after being duly sworn, says that he saw (Witness)

the within named John R. Gray, Jr. and Kay H. Gray (Borrowers) sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with Dan W. Sloan (Witness)

witness the execution thereof.

Subscribed and sworn to before me
this 29 day of Sept. 1978

Dan W. Sloan
Notary Public, State of South Carolina
My Commission expires 5-27-79

Sandra J. Rollins
(Witness sign here)

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RECORDED OCT 10 1978 at 2:00 PM.

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Dennis S. Taborley
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