

JUN 13 1977
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REAL PROPERTY AGREEMENT

1. To bear and pay all of such loans and indebtedness as shall be made by or become due to THE BANK OF GREENVILLE, SOUTH CAROLINA, hereinafter referred to as "Bank," prior 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 (21) years after the death of the last surviving of the undersigned, whichever first occurs, the undersigned, jointly and severally, private 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, note 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 Greenville County, State of South Carolina, being known and designated as Lot no. 4 in the subdivision known as Rosewood Park and having, according to a Plat of said subdivision recorded in the R.M.C. Office for Greenville County in Plat Book T T, at Page 30, the following metes and bounds, to wit;

BEGINNING at an iron pin on the West side of Idonia Drive at the joint front corner of Lots nos. 3 and 4 and running thence with the West side of (contd)

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 term hereinafter 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.

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, in its discretion, 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 places 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, legatees, executors, administrators, 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, enforceability and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness: *J. Larry Loftis* *Bobby L. Greene* (S.S.)
Taylors, S.C. JUN 30 1977
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By *J. Larry Loftis* *Bobby L. Greene*
Whence *J. Larry Loftis* *Bobby L. Greene*

Date rec'd: 6-9-77 Date: JUN 30 1977
6-9-77 (S.S.)
State of South Carolina
County of Greenville
Personally appeared before me *J. Larry Loftis* (Witness)
the within named *Bobby L. Greene* (Debtors)
and did deliver the within instrument of writing, set the affiants with *J. Larry Loftis* (Witness)
whom I know to be over the age of majority and of sound mind and of their
respective signatures.
Subscribed and sworn to before me
the 9 day of June 1977
Signed *J. Larry Loftis* (Witness)
FBI - GREENVILLE, S.C.
My Commission expires
June 24, 1978

CONTINUED ON REVERSE SIDE

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