

DONNIE S. TANKERSLEY
R.M.C.
FILED

REAL PROPERTY AGREEMENT

BOOK 78 975
VOL 1110 PAGE 416

AUG 29 1979

In consideration of each loan 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 (21) days after the death of the undersigned, whichever first occurs, the undersigned, jointly and severally, promise and agree:

1. To pay, prior to maturity or demand, 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 covenants appurtenant 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 city of Greenville, County of Greenville, State of South Carolina, situate, lying and being at the southeastern corner of the intersection of Robinson Street and West Croft Street and being shown and designated as the northern portion of Lot No. 27 on a plat entitled "Property of Terry D. Thomason and Virginia M. Thomason", prepared by Carolina Surveying Company, dated January 9, 1978, and recorded in the RMC Office for Greenville County in Plat Book 6L at Page 66, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Robinson Street, said pin being 50 feet south of the southeastern corner of the intersection of Robinson Street

That if default be made in the performance of any of the terms hereof, or if (cont. next page) or if any of said rental or other sums be not paid to Bank when due, the undersigned, jointly and severally, 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, the undersigned, jointly and severally, 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.

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 deem.

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 representatives, administrators, executors, successors and assigns, and none to the benefit of Bank and its successors and assigns. The effect of any other 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 enforceability of this agreement and any person may and is hereby authorized to rely thereon.

Witness
Judith A. Ritter

10552
Terry D. Thomason
Virginia M. Thomason

Bank of Greer
August 16, 1979

FILED
NOV 1 1989
R.M.C.

Paid in Full and Satisfied
this OCT 25 1982
Bank of Greer (W. H. B.)
S.C.

State of South Carolina
County of Greenville

By J. Larry Loftis
Witness Dennis S. Tankersley

Personally appeared before me
Terry D. Thomason
Virginia M. Thomason

act and deed before the within written instrument of writing, and that I signed with
J. Larry Loftis
witness the execution thereof.

Subscribed and sworn to before me
on 16 day of August 1979
Notary Public, State of South Carolina
My Commission expires May 22, 1989

Judith A. Ritter
(Witness sign here)

(CONTINUED ON NEXT PAGE)