



REAL PROPERTY AGREEMENT

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BOOK 78 1199

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 here; 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 loans, notes 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 in the County of Greenville, State of South Carolina, known and designated as Lot 26 as shown on Plat of Cardinal Park, recorded in Plat Book W, page 27, having according to said plat the following metes and bounds, to-wit:
BEGINNING at an iron pin on the Eastern side of Cardinal Drive, N. 25-58 W. 70 feet to an iron pin; thence N. 68-16 E. 170.9 feet to an iron pin; thence S. 24-34 E. 69.95 feet to an iron pin; thence S. 68-17 W. 169 feet to the point of beginning.

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 notes hereof or hereafter signed by the undersigned, the undersigned agree and shall hereby assign, the rents and profits arising or to arise from said premises to the Bank and across 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 rents or other sums be not paid to Bank when due, Bank at its election, 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, 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 act thereon.

Witness *J. Larry Loftis* _____ (S.S.)
 Witness *Judith A. Ritter* _____ (S.S.)
 Robert S. Kimmell _____ (S.S.)
 Evelyn Judy Kimmell _____ (S.S.)

Executed at: Taylors, S. C. 29687
 Date: Sept. 26, 1979
 State of South Carolina
 County of Greenville
 Personally appeared before me Judith A. Ritter _____
 (Witness)
 The within named Robert S. Kimmell and Evelyn Judy Kimmell _____
 (Debtors)
 act and deed before the within written instrument of writing, and that they do so with _____
 (Witness)

Witness the execution thereof.
 Subscribed and sworn to before me
 the 26 day of September 1979
J. Larry Loftis _____
 Notary Public, State of South Carolina
 My Commission expires May 22, 1984
Judith A. Ritter _____
 (Witness sign here)

RECORDED OCT 5 1979 at 1:00 P.M. 11559

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