

FILED  
 SEP 24 1979  
 11:20  
 DEPT. OF REGISTRY  
 COLUMBIA, S.C.

REAL PROPERTY AGREEMENT

VOL 1112 PAGE 138

BOOK

87 PAGE 320

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 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, prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described below;
- 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 in Greenville County, South Carolina, on the north-western side of Enoree Court and being known and designated as Lot. 1, as shown on a plat of Enoree Heights, dated August, 1960, prepared by J. Mac Richardson, RLS, and recorded in the RMC Office for Greenville County, South Carolina in Plat Book RR, at page 63, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the Northeastern edge of Reid School Road and running thence N. 25-04 E. 205.9 feet to a point; thence N. 64-28 W. 88 feet to a point; thence S. 25-04 W. 207.4 feet to a point; thence along said Reid School Road, S. 64-56 W. 75 feet to a point, the beginning corner.

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 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 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, legates, 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 rely thereon.

Witness

Witness

Dated at:

Date

State of South Carolina

County of Greenville

Personally appeared before me

the within named

witness the execution thereof.

Subscribed and sworn to before me

17th day of September 1979

Notary Public, State of South Carolina

My Commission Expires May 22, 1989

RECORDED SEP 24 1979  
 at 2:00 P.M.

FILED  
 OCT 18 1984  
 DONALD S. TANKERSLEY

Judith A. Ritter

Bonnie S. Tankersley

Judith A. Ritter  
 (Witness sign here)

Thomas Wood  
 Betty W. Wood  
 Bank of Greer, Taylors, S. C.  
 OCT 12 1984  
 Bank of Greer (W. H. B.)  
 Greer, S. C.  
 By J. Larry Loftis  
 Witness Anna O. Ferguson

Thomas Wood and Betty W. Wood  
 (Borrowers)  
 J. Larry Loftis  
 (Witness)

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