

DONNIE S. TANKERSLEY
R.M.C.
FILED

REAL PROPERTY AGREEMENT

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In consideration of the 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 (21) days 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, with interest thereon, 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 escrow agreement relating to said premises; and

3. The property referred to by this agreement is described as follows: All that certain piece, parcel, or lot of land, with the improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, near the City of Greenville, being known and designated as Lot No. 2 of a subdivision known as Avondale Forest, Section No. 1, as shown on plat thereof prepared by Piedmont Engineers & Architects dated July 3, 1964 and recorded in the RMC Office for Greenville County in Plat Book RR, at Page 186, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING AT AN IRON PIN ON THE northern side of Drewry Road, joint front corner of Lots 1 and 2 and running thence with the joint line of said lots, N. 26-18 W. 170 feet to an iron pin; thence N. 64-43 E. 90 feet to an iron pin,

(front on back)
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 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, legatties, 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 *Louise Stokes* (LS.)
Witness *Judith A. Ritter*
Witness *John D. Vess* (LS.)
Witness *Martha S. Vess* (LS.)

Dated at: Bank of Greer, Taylors, S. C.

May 10, 1979
Date

State of South Carolina

County of Greenville

Personally appeared before me Judith A. Ritter who, after being duly sworn, says that he saw
(Witness)

the within named John D. Vess and Martha S. Vess sign, seal, and as their
(Borrowers)

act and deed deliver the within written instrument of writing, and that deponent with L. Don Stokes
(Witness)

witness the execution thereof.

Subscribed and sworn to before me
this 10th of May 1979

Louise Stokes
Notary Public, My Commission Expires
My Commission expires June 21, 1978

Judith A. Ritter
(Witness sign here)

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