



REAL PROPERTY AGREEMENT

BOOK 1157 PAGE 684

1. The undersigned, jointly and severally, promise and agree to become 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 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 lying, being and situate in the State of South Carolina, County of Greenville, near the Town of Simpsonville, containing 3.15 Acres and being the Southermost tract on a plat entitled "Property of L. J. Vaughn, Jr. and L. Alfred Vaughn" by C. O. Riddle, dated September, 1973, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at a spike near the center of Howard Drive, joint corner of property of Ruby A. Todd and running thence with the Todd line, S. 83-46 W. 550.4 ft. to an old iron pin; thence along property, now or formerly, of Icie Mae and Willie Hicks, N. 1-30 E., 304.8 ft.

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, on 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 of 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 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 rely thereon.

Witness Thomas G. Furr Carlie M. Chavis, Sr. (L. S.)
Witness Ila B. Hartsell (L. S.)

Dated at: Greenville
10-23-81
Date

State of South Carolina

County of Greenville Thomas G. Furr

Personally appeared before me Ila B. Hartsell who, after being duly sworn, says that he saw

the within named Carlie M. Chavis, Sr. sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with Ila B. Hartsell

witnesses the execution thereof.

Subscribed and sworn to before me

this 23rd day of October, 1981

Thomas C. Clark

Notary Public, State of South Carolina
My Commission expires at the will of the Governor

9-16-90

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