



REAL PROPERTY AGREEMENT

BOOK 70 PAGE 205
165 433

1. The undersigned do hereby agree that all taxes, assessments, fees 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 lease, rents or funds held under contract agreement relating to said premises; and

3. The property referred to by this agreement is described as follows: All those certain parcels or lots of land situate, lying and being in O'Neal Township, Greenville County, State of South Carolina, on the North side of Rutherford Road (sometimes called Berry's Mill Road), connecting State Highway No. 101 and State Highway No. 14, being known and designated as Lots Nos. 1 and 2 on a plat of property prepared for grantors by Terry T. Dill, dated November 1965, recorded in Plat Book GGG at page 411, and having such metes and bounds as is thereby shown. Being a portion of the same conveyed to grantors by deed recorded in Vol. 254 at page 168.

This property is conveyed subject to all easements and rights of way of record and as shown on above mentioned plat.

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 other debt or obligation signed by the undersigned, the undersigned agrees and does hereby assign to the Bank and profits arising or to arise from and proceeds 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 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 place as Bank, in its discretion, may elect.

6. This 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, executors, administrators, assigns, legatees and assigns, and shall be to the benefit of Bank and its successors and assigns. The attachment of any other or department notations to this instrument or any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, enforceability and continuing force of this agreement and any person may and is hereby authorized to act thereon.

Witness *Judith A. Ritter* _____ A.S.
Witness *Curtis W. Teens* _____ A.S.
Witness *Louie Don Stokes* _____ A.S.

Dated at _____ Bank of Greenville _____
April 9, 1977

State of South Carolina
County of Greenville

Personally appeared before me *Judith A. Ritter* _____ who, after being duly sworn, says that he can

the within named *Curtis W. Teens and Doris Teens* _____ sign, seal, and

act and does deliver the within written instrument of writing, and that signed with *Louie Don Stokes* _____

Witness the execution thereof.
Subscribed and sworn to before me
this 5th day of April 1977

Louie Don Stokes
Notary Public, State of South Carolina
My Commission expires July 23, 1979

Judith A. Ritter
(Witness also here)

RECORDED APR 11 1977 At 9:30 A.M.

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