

DONNIE S. TANKERSLEY
R.M.C.
FILED

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REAL PROPERTY AGREEMENT

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In consideration of the sum of money as shall be made by or from the undersigned, jointly or severally, and which shall become due to THE BANK OF GREER, GREER, S. C. (hereinafter referred to as "Bank") to or from the undersigned, jointly or severally, and which shall become due to the undersigned, jointly and severally, promising and agreeing that following the death of the last surviving of the undersigned, which first occurs, the undersigned, jointly and severally, promising and agreeing to pay 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, the undersigned shall refrain from or permitting any lien or other encumbrance (other than those presently existing) to exist on, and from transferring, selling, assigning, conveying, leasing, or otherwise disposing of, the real property described below, or any interest therein, or any leases, rents or funds held under any agreement relating to the premises; and

3. The property referred to by this agreement is described as follows: All that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situated lying and being in the State of South Carolina, County of Greenville, Chick Springs Township, situated on the east side of Sheffield Road, near the City of Greer and northward therefrom, and being Lot No. 49 of Belmont Heights according to survey and plat thereof recorded in Plat Book QQ, pages 160-161, RMC Office for Greenville County, said lot having such metes and bounds as shown thereon.

ALSO ALL that certain parcel or lot of land situated near the city of Greer, Chick Springs Township, Greenville County, South Carolina, adjoining Lot No. 49 of Belmont Heights and lying on the rear thereof, being shown on the plat of that if default be made in the performance of any of the terms hereof, or if default be made in the performance of any of the terms hereof, the undersigned hereby assign the rents and profits arising or to arise from said premises to the Bank and agrees that any judge or jurisdiction having jurisdiction of the premises, 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 obligations 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 *J. Larry Loftis* _____ (L.S.)
Witness *Judith A. Ritter* _____ (L.S.)
Witness *Jackson B. Foster* _____ (L.S.)
Witness *Edith H. Foster* _____ (L.S.)

Dated at: Bank of Greer, Taylors, S. C.
May 9, 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 Jackson B. Foster and Edith H. Foster sign, seal, and as their
(Borrowers)
act and deed deliver the within written instrument of writing, and that deponent with J. Larry Loftis
(Witness)

witness the execution thereof.
Subscribed and sworn to before me
this 9th day of May 1979
J. Larry Loftis
Notary Public, State of South Carolina
My Commission Expires June 20, 1979
43-111

Judith A. Ritter
(Witness sign here)

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