

FILED
SEP 16 1980

REAL PROPERTY AGREEMENT

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0239

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") by 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 that they shall pay to the Bank, as soon as they 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 lease, 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, situate, lying and being on the northern side of Havenhurst Drive in the County of Greenville, State of South Carolina, being shown and designated as Lot 50 on plat of Homestead Acres recorded in the RMC Office for Greenville County, South Carolina in Plat Book RR, at Page 35, and having according to said plat the following metes and bounds, to-wit:
Beginning at a point on the north side of Havenhurst Drive at the joint front corner of Lots 49 and 50 and running thence along the line of Lot 49 N. 21 - 17 W. 134 feet to an iron pin; thence along the line of Lot 56 N. 77-37 E. 186.1 feet to a point on Havenhurst (cont.)

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, legation, 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*
Witness *Ruth S. Dawe*

Dated at: Taylors, S.C. 29687
Date: SEP 15 1980

State of South Carolina
County of Greenville
Personally appeared before me Ruth

FILED
SEP 9 1981
Come S. Tankersley
RMC

Gary A. Petersen (L.S.)
Dorothy W. Petersen (L.S.)

SEP 3 1981
Paid in Full and Satisfied
this SEP 4 1981
Bank of Greenville
By *W. Ronald Knight* ap.
Witness *Lore V. Ferguson*

the within named Gary A. Petersen and Dorothy W. Petersen (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
the 15 day of September 1980
J. Larry Loftis
Notary Public, State of South Carolina
My Commission Expires May 22, 1989

Ruth S. Dawe
(Witness sign here)

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