

175  
AUG 6 1975  
RECORDED

REAL PROPERTY AGREEMENT

VEL 1022 PAGE 342

In consideration of cash loans and indebtedness, it 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 years following the death of the last survivor of the undersigned, whichever first occurs, the undersigned, jointly and severally, promise and agree:

- 1. To pay, prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described below; and
- 2. With out 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 lot of land with the buildings and improvements thereon situate on the southeast side of Kenilworth Court near the City of Greenville, in Greenville County, South Carolina, being shown as Lot No. 30 on plat of Section II of Wellington Green, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book YY, Page 117, and having according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southeast side of Kenilworth Court at the joint front corner of Lots 29 and 30 and runs thence along the line of Lot 29, S. 23-36 E., 169.9 feet to an iron pin; thence N. 66-24 E., 100 feet to an iron pin; thence with the line of Lot 31, N. 23-36 W., 165.6 feet to an iron pin on (cont. on back)

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, legates, devisees, administrators, executors, successors and assigns, and issue 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: *[Signature]* (L.S.)  
Witness: *[Signature]* (L.S.)

Dated at: Bank of Greer, Taylors, S. C.  
August 5, 1975  
Date

State of South Carolina

County of Greenville

Judith A. Ritter

Personally appeared before me

who, after being duly sworn, says that he saw

(Witness)

the within named James T. Burnett and Elaine M. Burnett

sign, seal, and as their

(Borrowers)

J. Larry Loftis

act and deed deliver the within written instrument of writing, and that deponent with

(Witness)

witness the execution thereof.

Subscribed and sworn to before me  
this 5th day of August 1975

*[Signature]*  
(Witness sign here)

Notary Public, State of South Carolina  
My Commission expires June 1975

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