

* Thence with the center of the road S. 6-00 E. 14 feet to a point in the center
REAL PROPERTY AGREEMENT of the said road.

MAY 19 1978

In consideration of the sum of \$2500.00 and indebtedness as shall be made by or become due to THE BANK OF GREER, GREER, S. C. hereinafter referred to as "Bank" by or from the undersigned, jointly or severally, and until all of such loans and indebtedness have been paid in full, or until twenty 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. 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:

near Fairview Baptist Church and School, being bounded on the North by lands of Mrs. Essie V. Elmore, on the East by Jack Hood, on the South and West by other lands of myself, and lying on both sides of a new road, and having the following courses and distances, to-wit:

Beginning on a Poplar on branch, corner of Mrs. Essie V. Elmore land, and runs thence with her line N. 67-30 E. 307 feet to a point in the center of the said road; thence N. 84-00 E. 426 feet to an iron pin in a ditch on Jack Hood's line; thence with Jack Hood's line S. 19-50 W. 100 feet to an iron pin on the said line; thence S. 84-00 W. 383 feet to a point in the center of the above mentioned road; thence with the center of the said road N. 6-00 W. 12

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 at 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

Witness

Dated at:

May 15, 1978

State of South Carolina

County of JACKSONVILLE

Personally appeared before me

Joe Copeland
(Witness)

who, after being duly sworn, says that he saw

the within named

MARGARET JONES
(Borrowers)

sign, seal, and as their

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

Faye H. Fowler
(Witness)

witness the execution thereof.

Subscribed and sworn to before me

this 15 day of May 1978

Faye H. Fowler
(Witness sign here)

Notary Public, State of South Carolina

My Commission expires 1-24-82

4-10-111

(CONTINUED ON NEXT PAGE)

4328 (N.V.2)