

DONNIE S. TANKERSLEY
R.M.C.
FILED

REAL PROPERTY AGREEMENT

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is hereby acknowledged that the undersigned, jointly or severally, and until all of such loans and indebtedness have been paid in full, or until twenty-one (21) months following the death of the last survivor of the undersigned, whichever first occurs, the undersigned, jointly and severally, promise and agree to pay to the Bank, with interest, 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: All that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate 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 (contingent on back) 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 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.)
Jackson B. Foster _____ (L.S.)
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
My Commission Expires
50-111 June 20, 1979

Judith A. Ritter
(Witness sign here)

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