



REAL PROPERTY AGREEMENT

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In consideration of the sum of \$3,000.00... as 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. 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

The property referred to by this agreement is described as follows: All that piece, parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, on the Northern side of Tara Avenue and being known and designated as Lot No. 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, CUNNINGHAM ACRES, recorded in the RMC Office for Greenville County in Plat Book "BBB", at Page 118, and having, according to said plat, the following metes and bounds, to-wit: BEGINNING at an iron pin on the Northern side of Tara Avenue at the joint front corner of Lots Nos 34 and 35 and running thence along said Avenue N 84-40 W. 110 feet to an iron pin; thence along the joint line of Lots 33 and 34 N 5-20 E. 165 feet to an iron pin; thence S 84-40 E. 110 feet to an iron pin; thence S 5-20 W 165 feet to the point of beginning. (CONTINUED ON REVERSE SIDE OF PAGE.)

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, 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 Vickie C. Jones JUN 11 1984 John M. Jones 39925
Witness Vickie J. Blackwell
Dated at: October 31, 1983
Date
State of South Carolina Donnie S. Tankersley
County of Greenville
Personally appeared before me Vickie J. Blackwell who, after being duly sworn, says that he saw
the within named John M. Jones and Joanne S. Jones sign, seal, and as their
act and deed deliver the within written instrument of writing, and that deponent Donnie S. Tankersley Vickie J. Blackwell
witnesses the execution thereof.

Subscribed and sworn to before me this 31 day of October 1983
Notary Public, State of South Carolina
My Commission expires FEB. 10, 1993
Vickie C. Jones (Witness sign here)