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REAL PROPERTY AGREEMENT

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In consideration of such loans and indebtedness 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 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 lot, piece or parcel of land, being and situate in Greenville County, South Carolina, containing two (2) Acres, more or less, and being bounded on the North by other lands of Alice C. Martin, on the South and East by lands now or formerly of Satterfield, and on the West by the Scuffletown road, having the following courses and distances to wit: Commencing at the Southernmost corner on the road, and running thence North 18 1/4 West 4.85 chains to iron, thence North 71 3/4 East 7.18 chains to iron, thence South 32 West 8.27 chains to iron at beginning corner. The lot hereby conveyed is a portion of a Two hundred eighty (280) acre tract of land more fully shown and delineated by plat of W. H. Nash, Surveyor dated the 12th Feb. 1912.

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 place 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 *Dianne C. Davidson* *Frances E. Collins* (L.S.)
Witness *Jay H. Fowler* 27160 (L.S.)
Greer, South Carolina

Dated at: Greer, South Carolina this 12th day of December, 1975

DONNIE S. TANKERSLEY
REC. 12, 1975
FILED
MAR 22 1979
City of Greenville, S.C.
7-8, 9, 10, 11, 12, 1, 2, 3, 4, 5, 6

By *Jay H. Fowler*
Witness *Dianne C. Davidson*
Dianne C. Davidson
(Witness)

FILED
DEC 16 1975
DONNIE S. TANKERSLEY
REC. 12, 1975
E.M.C.

the within named *Frances E. Collins* (Borrowers) sign, seal, and so their
act and deed deliver the within written instrument of writing, and that deposit with *Faye H. Fowler* (Witness)

Subscribed and sworn to before me
this 12 day of December 1975
Dianne C. Davidson
(Witness sign here)

Jay H. Fowler
Notary Public, State of South Carolina
My Commission expires Jan 31, 1978

RECORDED DEC 16 1975 At 11:30 A.M. 15540