

RECORDING FEE  
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JUN 24 1976

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, S.C. (Page 787) 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 loaning 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 loans, 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 piece, parcel, or lot of land being and known and designated as Lot #26 of Dogwood Terrace with all improvements thereon consisting of a three bedroom, 1 1/2 bath, brick house with carport, as shown on a revised plat as Lots #23 through #28 prepared by C. C. Jones, Civil Engineer; dated January 18, 1962 and recorded in the R.M.C. Office for Greenville County, State of South Carolina in plat book W W page 219.

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 agree and does hereby assign the rents and profits arising or to arise from said premises to the Bank and agree that any justice 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 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 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 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  
*Judith A. Ritter*  
 \_\_\_\_\_  
 Bank of Greer  
 June 22, 1976  
 Date

Witness  
*M. D. Loftis*  
*Martha L. Loftis*  
 \_\_\_\_\_  
 Paid and Satisfied this the 18<sup>th</sup> day of April 1976  
 BANK OF GREER  
 Witness *War. K. Pettit*  
 \_\_\_\_\_

State of South Carolina  
 County of Greenville  
 Personally appeared before me Judith A. Ritter who, after being duly sworn, says that he saw the within named M. D. Loftis and Martha L. Loftis sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with J. Larry Loftis witness the execution thereof.  
 (Witness)

Subscribed and sworn to before me  
 on 22nd day of June 1976  
*J. Larry Loftis*  
 \_\_\_\_\_  
 Notary Public, State of South Carolina  
 My Commission expires \_\_\_\_\_

*Judith A. Ritter*  
 \_\_\_\_\_  
 (Witness sign here)

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RECORDED JUN 24 '76 At 10:00 A.M. 33621

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