

FILED
JAN 29 1980
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REAL PROPERTY AGREEMENT

BOOK 1119 PAGE 706

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 for 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, or to become 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: ALL that piece, parcel or lot of land in Chick Springs Township, County of Greenville, State of South Carolina, located about two miles S. of Greer at the intersection of Douglas St., and Hill St. and being shown as all of lot number Forty (40) on Plat of J. Waymon Smith made by Wolfe, G.A. surveyor, dated Sept. 22, 1964 and recorded in plat book GGG pg. 427, G'ville County RMC Office and having the following metes and bounds, to wit: Beginning at an iron pin on the Northern side of Hill St. at the joint corner of lots 40 & 41 and running thence N. 36-39 W., 146 ft. to iron pin; thence still with said street N. 0-07 E., 40 ft. on a curve to Douglas St.; thence N. 36-53 E. 48 ft. with Douglas St. to an iron pin at the joint front corner of lots 39 & 40; thence S. 65-20 E. 218.8 ft. as the common line of lots 39 & 40 to iron pin on line of lot # 41; thence S. 53-17 W. 170.5 ft. with the line of lot # 41 to beginning corner of lot # 40.

- 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 of indebtedness then existing to be due and payable forthwith.
- 5. That the Bank may and is hereby authorized and permitted to cause this agreement to be recorded at such time and in such manner as the 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 the same shall apply to and bind the undersigned, their heirs, legates, devisees, administrators, executors, successors and assigns, and it shall be 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 be held liable to rely thereon.

Witness *Sandra J. Rollins* (L.S.)
 Witness *David Paul Beddingfield* (L.S.)

Dated at: Greer, S. C.
 12-31-79
 Date

FILED
 DEC 15 1980
 DORIE S. TARKENTLEY
 REC

DEC 15 1980

State of South Carolina

County of Greenville

Personally appeared before me Sandra J. Rollins who, after being duly sworn, says that he saw
 (Witness)
 the within named David Paul Beddingfield signs, seal, and as their
 (Borrowers)

act and deed deliver the within written instrument of writing, and that deponent with Dan W. Sloan
 (Witness)

witness the execution thereof.
 Subscribed and sworn to before me
 this 31 day of Dec. 1979

Sandra J. Rollins
 (Witness sign here)

Notary Public, State of South Carolina
 My Commission expires 5-17-89
 RECORDED JAN 29 1980 at 12:00 P.M.
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