VOL 1170 PASE \$15 REAL PROPERTY AGREEMENT indebtedness as shall be made by or become due to THE BANK OF GREER, GREER, S. C. (hereinafter referred ned, jointly or severally, and until all of such lans and injebtedness have been paid in full, or until twenty-one urvivor of the undersigned, whichever first occurs, the undersigned, ; intly and severally, promise and agree all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described ritten 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 lesses, 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 of land with the buildings and improvements thereon situate, lying and being on the Northeast side of Pinehurst Drive in the City of Greenville, County of Greenville, State of South Carolina, being shown as Lot 13, Block C, on plat of Pinehurst Subdivision made by W. N. Willis, Surveyor, October 28, 1948, recorded in R.M.C. Office for Greenville County in Plat Book S at page 77 and having, according to said plat the following metes and bounds, to-wit: BEGINNING at an iron pin on the northeast side of Pinehurst Drive at joint front corner of Lots 12 and 13, Block c and running thence with the line of Lot 12 N. 62-23 E. 137.3 feet to an iron pin; thence S. 25-58 E. 60 Feet to 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 hereo(CONT That if default ce made in the performance of any of the terms detect, of it desaits arising or to arise from said premises to the 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 ON 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 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 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, legaties, 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 containing force of this agreement and any person may and is hereby authorized to rely State of South Carolina County of Greenville Personally appeared before me W. Ronald Knight who, after being duly aworn, says that he saw the within named TERANCE W. CIARK Lynda R. CIARK sign, seal, and as their att and deed deliver the within written instrument of writing, and that deponent with ... J. Larry Loftis

pires lary 22, 1939

witness the execution thereof.

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