

FILED
JUL 16 1982

FILED
REAL PROPERTY AGREEMENT
JAN 23 1984

BOOK 78 1230
VOL 1170 PAGE 277
VOL 1544 PAGE 963

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) from the undersigned, jointly or severally, and until all of said loans and indebtedness have been paid in full, or until twenty-one years from the death of the last survivor of the undersigned, whichever first occurs, the undersigned, jointly and severally, promise and agree

To pay, prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described above; 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:
BEGINNING at a point on the East side of North Avenue, corner of property of Fred L. Crow, and running thence along the said property, S. 73 3/4 E. 75 feet to iron pin; thence S. 16 1/2 W. 72 feet to iron pin on the line of property of Mrs. F. G. James; thence along the line of property of Mrs. F. G. James, N. 73 3/4 W. 75 feet to a point on the East side of North Avenue, corner of property of Mrs. F. G. James; thence along the East side of North Avenue, N. 16 1/2 E. 72 feet to the beginning corner.

This conveyance is subject to all restriction, easements, rights of way, roadways and zoning ordinances of record, on the recorded plats or on the premises.

This is that same property conveyed to mortgagors by deed of Irene Tillotson, et al to be recorded herewith.

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, legattes, 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 thereon.

Witness Dianne C. Davidson Waverly L. Brown (L.S.)
Witness Ann L. Pettit Deloris Ann Brown (L.S.)

Dated at: Greer, South Carolina 11729
7/6/82 Paid and Satisfied this the 10th day of Nov, 19 82

FILED
NOV 15 1982
Donnie S. Tankersley
RMC

State of South Carolina
County of Greenville
By Jai England
Witness K. Suzanne McCall

Personally appeared before me Dianne C. Davidson who, after being duly sworn, says that he saw
(Witness)
the within named Waverly L. Brown & Deloris Ann Brown sign, seal, and as their
(Borrowers)

act and deed deliver the within written instrument of writing, and that deponent with Ann L. Pettit
(Witness)
witness the execution thereof.

Subscribed and sworn to before me
this 6th day of July, 1982

Ann L. Pettit
Notary Public, State of South Carolina
My Commission expires 2-14-90

50-111 RECORDED JUL 16 1982 at 11:00 A.M.
2 JA 23 84 1223

(CONTINUED ON NEXT PAGE) 1223

0.963

2.0000
01582
021

7328-72