



Vol 949 Page 419
REAL PROPERTY AGREEMENT
BOOK 31 PAGE 773

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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") 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 leases, rents or funds held under lease agreement relating to said premises; and

3. The property referred to by this agreement is described as follows: near the City of Greenville, Being known and designated as lot #217, of Section 1, according to "Subdivision of the Village Houses of F. W. Poe Manufacturing Company, Greenville, S. C." made by Dalton & Neves in July 1950, recorded in Plat Book Y at Pages 26-31, in the R.M.C. Office for Greenville County. According to said plat the within described lot is also known as #51 "B" Street, and fronts thereon 49.4 feet."

Being the same property conveyed to the mortgagors by deed recorded in Book of Deeds 420 and at page 274,

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 rents 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 under this instrument 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 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 null and void of effect, and until then it shall apply to and bind the undersigned, their heirs, legatees, devisees, administrators executors, successors and assigns for the benefit of Bank and its successors and assigns. The affidavit of any officer or department manager of Bank following signature of said indebtedness, or amounts unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this agreement which persons are hereby authorized to rely thereon.

Witness: *Mary T. Kahr* *William H. Parton* (L.S.)
Witness: *Carrie A. Barbare* *Myrtle L. Parton* (L.S.)
Dated at: *Jayles, S.C.* FILED *JUL 24 1975*
July 18, 1972 *100* *SEARCHED* *DENNIS J. FARNOLY*
Date *JUL 24 1975* *SERIALIZED* *Carrie A. Barbare*
SEARCHED *INDEXED* *FILED*

State of South Carolina

County of Greenville

Personally appeared before me *Mary T. Kahr* she, after being duly sworn, says that am

(Witness) *William H. Parton & Myrtle L. Parton* sign, seal, and affix their

(Borrowers) *Carrie A. Barbare* *Carrie A. Barbare* (Witness)

act and deed deliver the within written instrument of writing, and that deponent with *Carrie A. Barbare* (Witness)

witness the execution thereof.

Scribed and sworn to before me
18 July 1972
this day of

Carrie A. Barbare
Notary Public, State of South Carolina
My Commission expires August 15, 1973

44-111

Real Property Agreement Recorded July 20, 1972 at 3:15 P. M., # 1885