

RDING



11201 OCT 13 1972
REAL PROPERTY AGREEMENT

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In consideration of such loans and indebtedness to be made by or become due to THE BANK OF GREER, GREER, S. C. (hereinafter referred to as "Bank") 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 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 any agreement relating to said premises; and

3. The property referred to by this agreement is described as follows: Beginning at an iron pin on the northeastern side of a county road; the joint front corner of Lots 9 and 10, and running thence with the joint line of said lots, N. 43-28 E. 194.3 feet to an iron pin; thence S. 44-30 E. 141 feet to the rear corner of a lot heretofore conveyed to Montague Irby; thence on a new line through Lot 10, being Irby's line, S. 43-28 W. 185 feet, more or less, to a point on the northeastern side of said county road; thence with the northeastern side of said county road, N. 64-39 W. 65 feet, more or less, to an iron pin; thence continuing with the northeastern side of said county road, N. 46-32 W. 50 feet to the beginning corner, including the plumbing, electrical and heating fixtures now located on said premises, or to be installed thereon, which are hereby expressly agreed to be a part of the realty. (See Back)

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 *Glenda M. Burkett*
 Witness *Carrie A. Barbare*
 Dated at: *Taylor, S. C.*
10/9/72
 Date

Fred Floyd (L.S.)
Edna Floyd (L.S.)

State of South Carolina

County of Greenville

Personally appeared before me Carrie A. Barbare who, after being duly sworn, says that he saw
 (Witness)

the within named Fred Floyd and Edna Floyd sign, seal, and as their
 (Borrowers)

act and deed deliver the within written instrument of writing, and that deponent with Glenda M. Burkett
 (Witness)

witness the execution thereof.

Subscribed and sworn to before me
 this 9 day of October, 19 72
Glenda M. Burkett
 (Witness sign here)

Carrie A. Barbare

Notary Public, State of South Carolina
 My Commission expires My Commission Expires
 August 15, 1978

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