

RECORDING FEE
102.175

12237

ELIZABETH
REAL PROPERTY AGREEMENT
OCT 24 1972

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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") 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 escrow agreement relating to said premises; and

3. The property referred to by this agreement is described as follows: All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 26 of a subdivision known as Rosewood Park according to a plat thereof recorded in the R.M.C. Office for Greenville County in Plat Book TT at Page 30 and having, according to said plat, the following metes and bounds, to wit: Beginning at an iron pin on the southern side of Lynn Drive at the joint front corner of Lots Nos. 26 and 27; running thence along the line of Lot No. 27, S. 3-23 E. 142 feet to an iron pin; running thence along the rear line of Lot no. 26, S. 79-57 W. 100 feet to an iron pin at the joint rear corner of Lots Nos. 25 and 26; thence along the joint line of said lots, N. 3-46 W. 146 feet to an iron (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, legattees, 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 Jean Crowson
 Witness Carrie A. Barbare
 Taylors, South Carolina

Joe L. Nash (L.S.)
Margaret L. Nash (L.S.)

Dated at: October 20, 1972
 Date

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 Joe L. Nash and Margaret L. Nash sign, seal, and as their
 (Borrowers)
 act and deed deliver the within written instrument of writing, and that deponent with Jean Crowson
 (Witness)
 witness the execution thereof.

Subscribed and sworn to before me
 this 20 day of October, 1972
Carrie A. Barbare
 Notary Public, State of South Carolina
 My Commission expires August 15, 1978

Jean Crowson
 (Witness sign here)

60-111 (Continued on next page)

FOR SATISFACTION TO THIS MORTGAGE SEE
 SATISFACTION BOOK 18 PAGE 616

SATISFIED AND CANCELLED OF RECORD
4 DAY OF Sept. 1973
Bernie S. Tankersley
 R. M. C. FOR GREENVILLE COUNTY, S. C.
 AT 10:00 O'CLOCK a. M. NO. 6663