

7582

REGISTERED TO FEE
PAID \$ 1.25

REAL PROPERTY AGREEMENT
FILED

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Greenville, S.C.

GREENVILLE CO. S.C.

In consideration of such loans and indebtedness as shall be made by me to or from the undersigned, jointly or severally, and until all of such loans and indebtedness have been paid in full, or until twenty 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: Beginning at an iron pin on the northeastern side of the old right of way (known as Chestnut Ridge Road) at the joint front corner of lots 6 and 7 and running thence along the old road right of way S 45-30 E, 150 feet to an iron pin; thence through the center of Lot 5, N 46 E, 180 feet to an iron pin; thence S 45-30 E, 46.8 feet to an iron pin in the line of lot 4 owned by Ernest Jones; thence along his lot N 45 E. 503 feet to an iron pin; thence N. 4-30 E. 149 feet to an iron pin thence S 89W 150.6 feet to an iron pin at the rear corner of lot No. 7 thence S. 15W 688 feet to the point of beginning and being a portion of the same property conveyed to me in deed book 310 at page 214.

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, on 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 of 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 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, legatees, 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 continuing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness F. Fisher Joe R. Williams (L. S.)
Paul Childers
 Witness Sandra C. Bayne Linda D. Williams (L. S.)

Dated at: Greenville
5-21-76
 Date

State of South Carolina
 County of Greenville

Personally appeared before me SANDY BAYNE who, after being duly sworn, says that he saw
 the within named JOE R. & LINDA D. WILLIAMS sign, seal, and as their
 act and deed deliver the within written instrument of writing, and that deponent with F. Fisher
PAUL CHILDERS (Witness)
 witnesses the execution thereof.

Subscribed and sworn to before me
 this 21st day of May, 1976
Paul R. Childers
 Notary Public, State of South Carolina
 My Commission expires at the will of the Governor

Sandra C. Bayne
 (Witness sign here)

RECORDED MAY 27 '76 At 1:03 P.M. 30771

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