

FILED
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REAL PROPERTY AGREEMENT

DOWNER S. YAMTOWSKY
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 lot of land with buildings and improvements thereon, situate at the Northeastern corner of the intersection of Bridge Road and Melvin Circle, in Greenville County, State of South Carolina, near Taylors, being shown and designated as Lot No. 13, on a Plat of Chick Springs Subdivision, Section 2, dated July 18, 1966, made by Piedmont Engineers & Architects, and recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book PPP, Page 75, and having, according to said Plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the Eastern side of Bridge Road at the joint front corners of Lots Nos. 13 and 14, Section 2, and running thence along the common

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 of the loans 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 *J. Larry Loftis* *Donnie R. Chitwood* (L.S.)
 Witness *Judith A. Ritter* *Jeanne E. Chitwood* (L.S.)

Dated at: Bank of Greer

October 27, 1976
Date

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M
State of South Carolina
County of Greenville

Personally appeared before me Judith A. Ritter who, after being duly sworn, says that he saw
 (Witness)
 the within named Donnie R. Chitwood and Jeanne E. Chitwood sign, seal, and as their
 (Borrowers)
 act and deed deliver the within written instrument of writing, and that deponent with J. Larry Loftis
 (Witness)
 witness the execution thereof.

Subscribed and sworn to before me
 this 27th day of October 1976
J. Larry Loftis
 Notary Public, State of South Carolina
 My Commission expires _____

Judith A. Ritter
(Witness sign here)

58-111
My Commission Expires
June 30, 1979

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