

FILED
APR 19 1977
DONNIE R. JANKERSLEY

REAL PROPERTY AGREEMENT

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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 piece, parcel or lots of land situate, lying and being in the County of Greenville, State of South Carolina, at Greer, on the northern side of Brown Street Extension and being known and designated as Lots Nos. 6 and 7 on plat of property of Juanita Rodgers recorded in the R.M.C. Office for Greenville County in Plat Book "Q" at Page 161 and having, according to said plat, the following metes and bounds, to wit:**

BEGINNING at an iron pin on the northern side of Brown Street Extension at the joint front corner of Lots Nos. 7 and 8 and running thence along the northern side of said Street S. 73-45 W. 126 feet to and iron pin; thence N. 12-20 W. 160 feet to an iron pin; thence N. 73-45 E. 31.5 feet to an iron pin at end of Alley; thence S. 12-20 E. 7.5 feet to an

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, legates, 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.

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Witness Barbara B. Moss
 Witness Ann L. Pettit
 Bank Of Greer

J. C. Paddie (L.S.)
Virginia Paddie (L.S.)

Dated at: _____
April 15, 1977
 Date

State of South Carolina

County of Greenville Barbara B. Moss

Personally appeared before me _____ who, after being duly sworn, says that he saw
J. C. Paddie and Virginia Paddie (Witness)
 the within named _____ sign, seal, and as their
 (Borrowers) Ann L. Pettit
 act and deed deliver the within written instrument of writing, and that deponent with _____
 (Witness)
 witness the execution thereof.

Subscribed and sworn to before me
 this 15 day of April, 1977

Barbara B. Moss
 (Witness sign here)

Ann L. Pettit
 Notary Public, State of South Carolina 3.18.76
 My Commission expires _____

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