

JUL 11 1973
DORRIS S. TANKERSLEY

VOL 978 PAGE 742
REAL PROPERTY AGREEMENT

BOOK 24 PAGE 387

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 lot of land situated in the State of South Carolina, County of Greenville, at the northwestern corner of the intersection of Dexter Drive and Dalrose Circle, being known and designated as Lot No. 65, as shown on a Plat of Drexel Terrace, made by Piedmont Engineering Service, April 1, 1961, and recorded in the R.M.C. Office for Greenville County in Plat Book 00, at Page 177, and having, according to said Plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the western side of Dexter Drive, at the joint front corner of Lots 65 & 66; thence running along said Drive S 1-07W, 80 feet to an iron pin thence continuing with said Drive S. 2-45W, 75 feet to an iron pin at the intersection of Dexter Drive and Dalrose Circle; thence with the curve of said intersection, the chord being S. 46-45W, 32.2 feet to an iron pin; thence running N. 83-05W, 120 feet to an iron pin; thence running N. 11-23E, 169.1 feet to an iron pin at the joint rear corner of Lots 65 & 66; thence with the common line of said Lots S. 88-05E, 107.2 feet to the point of beginning.

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

Witness *Jay H. Fowler*
Witness *Ann L. Pettit*

Kenneth M. Pinnie (I.S.)
Bonnie K. Pinnie (I.S.)

Dated at: Greer, S. C.
July 9, 1973
Date

RECORDING FEE PAID \$ 1.00

JOHN M. DILLARD, P.A.
Notary Public, Greenville, S.C.
1974

State of South Carolina
County of Greenville

Personally appeared before me *Faye H. Fowler* who, after being duly sworn, says that

the within named *Kenneth M. Pinnie and Bonnie K. Pinnie* (Executors)

act and do deliver the within written instrument of writing, and that *Ann L. Pettit* (Witness)

witness the execution thereof.

Subscribed and sworn to before me this 9 day of July 1973

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

Jay H. Fowler (Witness sign here)

59-111

Real Property Agreement Recorded July 11, 1973 at 11:00 A. M., # 1012

JOHN M. DILLARD, P.A.
FILED
GREENVILLE CO. S.C.
JUL 3 1974

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