

DEC 28 1976  
CONNIE S. TANKERSLEY

REAL PROPERTY AGREEMENT

BOOK 59 PAGE 578

VOL 1048 PAGE 578

In consideration of such loan and indebtedness as shall be made by or become due to THE BANK OF GREER, GREER, S. C. (hereinafter referred to as "Bank") to 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 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 lease, 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 parcel or lot of land with improvements thereon in Chick Springs Township of Greenville County, lying on the East side of State Hwy. # 14, between the City of Greer and Pleasant Grove Baptist Church, being shown as Lot # 5 on a plat made for the J.A. Kood estate by John A. Simons, Surveyor, dated Feb. 6, 1963, recorded in the R.M.C. Office for Greenville County in Plat Book DDD, at page 21, having the following courses and distances Beginning on an iron pin on the right of way of said highway, corner of Lots # 7 and 8, and runs with the common line of these lots N. 66-40 E. 197 ft. to an iron pin on line of Lot # 33; thence with line of Lot # 33 S. 3-20 E. 100 ft. to an iron pin, corner of Lot # 9; thence S. 66-40 E. 197 ft. to an iron pin on the right of way of said highway; thence therewith N. 3-20 W. 100 ft. to the beginning, and being all of that lot as conveyed to the grantor by deed recorded in the R.M.C. Office for Greenville County in Deed Book 794 at page 400. This conveyance is subject to any restrictions, easements or rights of way of record or otherwise affecting the property.

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, 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.

1258

Witness Sandra J. Rollins

Witness John W. Sloan

Dated at: Greer, S.C.  
12-20-76  
Date

Perry A. Younts (L.S.)  
Younts, Spivey & Gross (L.S.)

Paid and Satisfied this the 26 day of July, 1978

BANK of GREER  
By Jac Co. J. Best  
Witness Doris L. Pettit

State of South Carolina 2913

County of Greenville  
Personally appeared before me Sandra J. Rollins  
(Witness)

the within named Larry A. Yarbrough  
(Borrower)

act and deed deliver the within written instrument of writing, and that deponent with Sandra J. Rollins  
(Witness)

Subscribed and sworn to before me  
this 20 day of Dec., 1976

John W. Sloan  
Notary Public, State of South Carolina  
My Commission expires 5-27-79

Sandra J. Rollins  
(Witness sign here)

FILED  
GREENVILLE, CO. S.C.  
JUL 27 2 54 PM '78  
CONNIE S. TANKERSLEY  
Notary Public

JUL 27 1978

RECORDED DEC 28 '76 At 2:00 P.M. 17149

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