

DEC 16 1974
DONNIE S. TANKERSLEY
P. M. C.

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 lot of land in Chick Springs Township, Greenville County, State of South Carolina, being known and designated as Lot # 43 on a plat of the subdivision known as Woodland Heights, Property of ~~THE BANK OF GREER~~ Estate, made by H. S. Brockman, Surveyor, dated October 28, 1955, and recorded in Plat Book "GG" at page 151. Reference is hereby made to said plat for a more complete description.

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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 the loans hereof or hereafter signed by the undersigned, the undersigned do hereby appoint the receiver of the described premises, and the further power of said receiver, all authorities and powers therein, to collect the rents and profits and hold the same subject to the further order of said receiver.

4. That if default be made in the performance of any of the terms hereof, or if any of the loans or other sums be not paid to Bank when due, Bank, at its election, may declare the entire remaining unpaid principal and interest of the loans hereof to be immediately 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 until then it shall apply to and bind the undersigned, their heirs, legatians, devisees, administrators, executors, successors and assigns, and shall be 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 Jaye H. Fowler (U.S.)
 Witness Ann L. Pettie (U.S.)
Robert S. Marvin (U.S.)
Frances L. Marvin (U.S.)

Dated at: Greer, S.C.
12-12-74
Date

State of South Carolina
County of Greenville

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

the within named Robert S. Marvin and Frances L. Marvin sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with Ann L. Pettie

witness the execution thereof.

Subscribed and sworn to before me
this 11 day of December, 1974

Ann L. Pettie
Notary Public, State of South Carolina
My Commission expires 3-18-80

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