

FILED
NOV 16 1976
RECORDED

REAL PROPERTY AGREEMENT

BOOK 69 PAGE 764
VOL 1046 PAGE 232

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 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

To pay, prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described below.

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 certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, known and designated as Lots 77 and 78 on a plat of Section D of Englewood Estates, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book BB at Page 11, and fronting on Buffalo Drive, and having such metes and bounds as shown on said plat.

That if default be made in the performance of any of the terms hereof, or if default be made in the payment of any interest, or any notes hereof or hereafter signed by the undersigned, the undersigned agrees and does hereby assign the rents, profits and income to accrue 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, if any interest or other sums be paid to Bank when due, Bank, at its election, may declare the entire remaining unpaid principal and interest of this agreement or any other sums 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 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 until then it shall apply to and bind the undersigned, their heirs, legal representatives, 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 Judith A. Ritter & Mildred T. Peden (L.S.)
Witness Louie Don Stokes (L.S.)

Dated at: Bank of Greer
November, 12, 1976
Date

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 Mildred T. Peden sign, seal, and as their
(Borrowers)
act and deed deliver the within written instrument of writing, and that deponent with Louie Don Stokes
(Witness)
witness the execution thereof.

Subscribed and sworn to before me
this 12th day of November, 1976
Louie Don Stokes
Notary Public, State of South Carolina
My Commission expires June 20, 1977

44-111 RECORDED NOV 16 '76 At 11:30 A.M. 13-195

5632 RV 760
125 AM

DEC 25 1976
RECORDED

DEC 26 1979

Paid in Full and Satisfied
this DEC 18 1979
Bank of Greer, S.C.
20435

2-0001

DE 26 79 1244

4328 RV-2

0764