6467(2)

AUG 31 1972 ELIZABETH RIDDLE

AUG 31 1972

# REAL PROPERTY AGREEMENT

Cancelled Bonnie S. Inkerley RMC

BOOK 49 PAGE 19

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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 situate, lying and being near the City of Greenville, State of South Carolina, being known and designated as Lot No. 29 on Plat of Property of William H. Edwards, which plat is recorded in the Plat Book "S", page 12, and having the following metes and bounds, to wit:
Beginning at an iron pin on the Northeasterly side of Elaine Avenue, joint front corner Lots 29 and 30, and running thence N.52-41 E. 250.3 feet to an iron pin; thence S. 29-07 E. 75.05 feet to an iron pin, joint rear corner Lots 28 and 29; thence S. 52-41 W. 247.4 feet to an iron pin on Elaine Avenue, joint front corner Lots 28 and 29; Thence along the Northeasterly side of Elaine Avenue N. 31-19 W. 75 Feet to an iron pin, the point of beginning.
This is the same property described in deed recorded in Deeds Vol. 570, page 77.

That in event it be said in the performance of any of the terms hereof, or a default be made in any benefit of principal or interest, or any note signed 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 direction or 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 paid 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 null 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 shall be prima facie proof of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuance of this agreement and any person may and is hereby authorized to rely thereon.

Paid in Full and Cancelled this 28 day of July 1977
Bank of Greer (W. H. B.)
Assistant Cashier

JUN 28 1977 FILED

Witness

Witness Jean Crosson Bonnie S. Inkerley RMC John E. Bishop (L.S.)

Witness Carrie A. Barbare Vivian C. Bishop (L.S.)

Dated at: Taylors, S. C.

August 29, 1972
Date

State of South Carolina

County of Greenville

Personally appeared before me Carrie A. Barbare (Witness) who, after being duly sworn, says that he saw the within named John E. Bishop and Vivian C. Bishop (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Jean Crowson (Witness) witness the execution thereof.

Subscribed and sworn to before me this 29 day of August, 1972

Jean Crosson (Witness sign here)

Carrie A. Barbare
Notary Public, State of North Carolina
My Commission expires My Commission Expires August 15, 1978

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Real Property Agreement Recorded August 31, 1972 at 12:45 P. M., # 6467

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