

FILED

JUN 28 1978

REAL PROPERTY AGREEMENT

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In consideration of mutual acts and intensions as shall be made by, or for me due to, THE BANK OF GREENE, hereinafter referred to as the "Bank," jointly or severally, and in consideration of such acts and intensions as have been made by, or for me due to, RALPH R. KNIGHT and LILLIAN M. KNIGHT, hereinafter referred to as the "Debtors," we, the above named, the undersigned, do hereby make and conclude the following:

1. To witness to become & subject, all taxes, assessments, dues and charges of every kind, imposed or levied upon the real property described below.

2. That at the time written above, I, Park, do make to the Bank, my last and final assignment of all rights, title and interest in and to the property described above, and from transferring, assigning or in any manner disposing of the real property described below, or any interest therein, or any rights, rents or funds held under lease, agreement relating to said property, and

3. The property referred to by this agreement is described as follows: All of that lot of land in the County of Greenville, State of South Carolina, containing 2.31 Ac. according to plat of W. C. Jones, recorded in the R.M.C. Office for Greenville County in Plat Book AA at page 37 and having the following metes and bounds, to-wit:

BEGINNING At an iron pin in the center of S. C. 415 (Old Buncombe Road) at the corner of Leo Pace and running thence S. 35° 675.5 feet to an iron pin; thence N. 46-15 W 150 feet to an iron pin; thence along a line at the edge of a right of way 40 feet in width, to be used as an access road, which line is parallel to the line of R.N. McDonald and Leo Pace and is 20 feet S 46-15 E from said line as follows: N 35 E 675.5 feet to an iron pin in the center of said S.C. Highway 415; thence with the center thereof S 46-15 E 150 feet to the point of beginning and

That if default be made in the performance of any of the terms hereof, and default be made (continued on back) I, Park, do hereby give and grant unto the Bank, my last and final assignment of all rights, title and interest in and to the property described above, and from transferring, assigning or in any manner disposing of the real property described below, or any interest therein, or any rights, rents or funds held under lease, agreement relating to said property, and

4. That if default be made in the performance of any of the terms hereof, and if any of said rental or other sums be not paid to Bank when due, Park, do hereby give and grant the entire remaining legal, physical and interest of any obligation, whatsoever, then remaining unpaid to Bank to be due and payable for Bank.

5. That the Bank may and is hereby authorized to sue to recover the amount of any and all sums due Bank, in the event of default, as may appear.

6. Upon payment of all indebtedness of the undersigned to Bank, this agreement shall be and be deemed to be of no effect, and until then it shall be a part and of the undersigned their heirs, devisees, administrators, executors, successors and assigns, and hence to the benefit of Bank and its successors and assigns. The affidavit of any officer or agent of Bank showing any part of said indebtedness to remain unpaid shall be and constitute exclusive evidence of the validity, effectiveness and continuing force of this agreement and no person may and is hereby authorized to rely thereon.

Witness: *Judith A. Ritter*
Witness: *Ralph R. Knight*

..... (L.S.)
..... (L.S.)

Dated at: Bank of Greer

June 19, 1978

Date

State of South Carolina

County of Greenville

Personally appeared before me Judith A. Ritter who, after being duly sworn, says that he saw

the within named Ralph R. Knight and Lillian M. Knight sign, seal, and as their
(Be it witt.)

act and deed deliver the within written instrument of writing, and that deposited with J. Larry Loftis
(Witness)

witness the execution thereof.

Subscribed and sworn to before me

the 19th day of June 1978

Notary Public, State of South Carolina
My Commission expires

1978

Judith A. Ritter
(Witness sign here)

(CONTINUED ON NEXT PAGE)

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