

197 FILED  
MAR 20 1978

REAL PROPERTY AGREEMENT

BOOK 68 PAGE 211  
VOL 1075 PAGE 663

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 the County of Greenville, State of South Carolina, situate, lying and being on the northern side of Reid School Road and being shown as a 4.61 acre tract on a plat entitled "Property of Elbert E. Howard, Sr.", prepared by Gould & Associates, Surveyors, dated September 3, 1976 and recorded in the RMC Office for Greenville County in Plat Book 5-Y at Page 52 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

This is the major portion of that same property conveyed to the Mortgagor herein by deed from The School District of Greenville County in Deed Book 888 at Page 280 on April 21, 1970.

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, or any notes hereof or hereafter signed by the undersigned, the undersigned agrees and does hereby assign to the Bank all 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 order of said court.

4. That if default be made in the performance of any of the terms hereof, or if any of the rents or other sums be not paid to Bank when due, Bank, at its election, may declare the entire remaining unpaid principal and interest of such obligations 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 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 void and of no effect, and until then it shall apply to and bind the undersigned, their heirs, legal heirs, devisees, administrators, executors, assigns and assigns to the benefit of Bank and its successors and assigns. The affidavit of any officer or department manager of Bank showing that part of its indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this agreement and the undersigned may and is hereby authorized to rely thereon.

7166

Witness *Arthur H. Shockey, Jr.* *Ed H. Alford* (U.S.)

Witness *Donnie S. Tankersley* *Martha R. Alford* (U.S.)

Dated at: Bank of Greer  
Date Jan. 24, 1978

FILED  
AUG 29 1979  
AN 7 8 9 10 11 12 1 2 3 4 5 6  
PH

AUG 29 1979  
Donnie S. Tankersley  
RMC

GCTO ----- 2 MR20 78 1490

State of South Carolina

County of Greenville

Personally appeared before me Milton L. Shockey, Jr. who, after being duly sworn, says that he saw

the within named W. H. Alford and Martha R. Alford sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with Louie Don Stokes

witness the execution thereof.

Subscribed and sworn to before me  
this 24th day of January, 1978

*Arthur H. Shockey, Jr.*  
(Witness sign left)

Notary Public, State of South Carolina

Commission expires

Recorded March 20, 1978 at 2:00 P/M 27501

4328 RV-2