

RECORDED
NOV 25 1975

REAL PROPERTY AGREEMENT

Vol 1027 667
BOOK 35 PAGE 262

In consideration of such loans and indebtedness as shall be made by or become due to THE BANK OF CREEK, CREEK, 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: Theron G. Hawkins and Edith B. Hawkins, their heirs and assigns: All that piece, parcel or lot of land situate, lying and being in Highland Township, Greenville County, South Carolina, and according to plat of T. G. Hawkins, made by W.P. Morrow, surveyor, July 28, 1954, recorded in the RMC Office in plat book FF at page 199, having the following metes and bounds, to-wit: BEGINNING in the center of the intersection of State Highway No. 14 (Rutherfordton Road) and New Cut Road, and running thence with the center of State Highway No. 14 N. 34-40E. 271.9 feet to an iron pin corner of C.B. Bright land; thence with the line of C.B. Bright Land S. 16-18 E. 327 feet to an iron pin; thence still with Bright land S. 32-30 W. 375 feet to an iron pin in the center of said New Cut Road; thence with the center of New Cut Road S. 47-15 W. 310 feet to the point of beginning, containing 1.70 acres, more or less

or hereafter signed by the undersigned, the undersigned agrees and does hereby assign the rents and profits of said premises to the Bank and agrees that any judge or jurisdiction may, at chambers or otherwise, appoint a receiver of the rents and profits of said premises, with full authority to take possession thereof and collect the rents and profits, and hold the same subject to the further order of the court.

4. That if default be made in the performance of any of the terms hereof, or if any said loan or other debt be not paid to Bank when due, Bank at its election, may declare the amount remaining unpaid principal and interest of any such loan or indebtedness then remaining unpaid to Bank to be due and payable forthwith.

5. That the Bank may in its discretion, may elect.

6. Upon payment of the indebtedness assigned to Bank this agreement shall be and become void and of no effect, and until then it shall apply to and bind the undersigned, their heirs, executors, administrators, assigns, successors and assigns, and inure to the benefit of Bank and its successors and assigns. The payment of any such loan or indebtedness to any person other than the 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.

FILED
DEC 24 1975
R.M.C.

Witness *Jac de* Theron G. Hawkins (S.S.)

Witness Ann L. Pettit Edith B. Hawkins (S.S.)

Dated at: *Greenville, S.C.*
11-24-75
Date

State of South Carolina
County of *Greenville*
DEC 24 1975

Personally appeared before me *Sec. COPELAND* (Witness) who, after being duly sworn, says that he saw

the within named *Theron G. Hawkins* (Borrowers) sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with *ANN L. PETTIT* (Witness)

witness the execution thereof.

Subscribed and sworn to before me this *24* day of *November* 19 *75*

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

Jac de (Witness sign here)

44-111 RECORDED NOV 25 '75 At 11:00 A.M. # 15777

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