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JUL 16 1982

REAL PROPERTY AGREEMENT

BOOK 78 1230  
Vol 1170 277

to the extent of the debt and indebtedness as shall be made by or become due to THE BANK OF GREER, GREER, S. C. (hereinafter referred to as the Bank) by the undersigned, jointly or severally, and until all of such debt and indebtedness have been paid in full, or until twenty-one years following the date of the last payment of the indebtedness, whichever first occurs, the undersigned, jointly and severally, covenant and agree

To pay, and to cause to be paid, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described herein.

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 lease, rate or lease hold under any agreement relating to said premises; and

3. The property referred to by this agreement is described as follows:  
BEGINNING at a point on the East side of North Avenue, corner of property of Fred L. Crow, and running thence along the said property, S. 73 3/4 E. 75 feet to iron pin; thence S. 16 1/2 W. 72 feet to iron pin on the line of property of Mrs. F. G. James; thence along the line of property of Mrs. F. G. James, N. 73 3/4 W. 75 feet to a point on the East side of North Avenue, corner of property of Mrs. F. G. James; thence along the East side of North Avenue, N. 16 1/2 E. 72 feet to the beginning corner.

This conveyance is subject to all restriction, easements, rights of way, roadways and zoning ordinances of record, on the recorded plats or on the premises.

This is that same property conveyed to mortgagors by deed of Irene Tillotson, et al. to be recorded herewith.

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 other sum due or hereafter due 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 agree 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, 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 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 at each time and in each place 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, and with 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 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 Dianne C. Davidson Waverly L. Brown (as) 120  
Witness Deloris Ann Brown (as) 120

Dated at Greenville, South Carolina, this 11th day of July 1982

State of South Carolina  
County of Greenville

Personally appeared before me Dianne C. Davidson who, after being duly sworn, says that she is a Notary Public for the State of South Carolina, and that she is duly qualified to perform the duties of a Notary Public in and for the County of Greenville, South Carolina.

the within named Waverly L. Brown & Deloris Ann Brown sign, seal, and so their (Borrowers)

act and seal deliver the within written instrument of writing, and that signed with Ann L. Pettit (Witness)

Witness the execution thereof.  
Subscribed and sworn to before me this 11th day of July 1982

Ann L. Pettit  
Notary Public, State of South Carolina  
My Commission expires 2-10-90

RECORDED JUL 16 1982 at 11:00 A.M. 1223

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