

DONNIE S. TANKERS
 R.M.C.
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REAL PROPERTY AGREEMENT

VOL 1109 PAGE 499

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 to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described

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 in Chick Springs Township, Greenville County, S. C., being known and designated as Lot No. 59 of a subdivision known as Orchard Acres, Section 2, as shown on plat of a portion of said subdivision made by J. Mac Richardson, Surveyor, March 1960, recorded in the RMC Office for Greenville County, S. C. in Plat Book QQ, page 6, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the Eastern edge of Fairhaven Drive, joint front corner of Lots Nos. 59 and 60, and runs thence along the joint line of said lots, N. 81-49 E. 187.7 feet to an iron pin on the line of Lot No. 144; thence along the line of said lot, S. 1-13 E. 100 feet to a concrete monument on the Northern

That if default be made in the performance of any of the terms (continued on back) of payment of principal or interest, or any notes hereof 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 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 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 void and of no effect, and until then it shall apply to and bind the undersigned, their heirs, legattes, 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 containing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness *Judith A. Ritter* (L.S.)
 Witness *Harold W. Hightower* (L.S.)
 Witness *Margie Hightower* (L.S.)
 Dated at: Bank of Greer, Taylors, S. C.
July 27, 1979
 Date

State of South Carolina
 County of Greenville
 Personally appeared before me Judith A. Ritter who, after being duly sworn, says that he saw
 (Witness)
 the within named Harold W. Hightower and Margie Hightower sign, seal, and as their
 (Borrowers)
 act and deed deliver the within written instrument of writing, and that deponent with J. Larry Loftis
 (Witness)

witness the execution thereof.
 Subscribed and sworn to before me
 this 27th day of July 19 79
J. Larry Loftis
 Notary Public, State of South Carolina
 My Commission expires May 22, 1985
Judith A. Ritter
 (Witness sign here)

79-111
 My Commission Expires May 22, 1985

(CONTINUED ON REVERSE)

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