



REAL PROPERTY AGREEMENT

BOOK 1163 PAGE 31

In consideration of the loans and indebtedness as shall be made by or become due to The Palmetto Bank (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 (21) days following the death of the last survivor of the undersigned, whichever first occurs, the undersigned, jointly and severally, promise and agree

1. To pay, from time to time, and in full, 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 certain piece, parcel or lot of land in Austin Township, Greenville County, State of South Carolina on the south side of East Georgia Road (also known as East Curtis Street), and being shown as Lot No. B on plat of property of H.V. Grogan, made by Carolina Engineering and Surveying Co. dated November 11, 1965, recorded in the R.M.C. Office in Greenville County, South Carolina, in Plat Book LLL at Page 89, and having, according to said plat.

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 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, legation, 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 Ruth T. Armstrong Anita J. Miller (L.S.)
Witness Du O'Donnell Ronald E. Miller (L.S.)

Dated at: Greenville, South Carolina
Feb. 19, 1982
Date

State of South Carolina

County of

Personally appeared before me Ruth T. Armstrong who, after being duly sworn, says that he saw

the within named Anita J. and Ronald E. Miller (Borrowers) sign, seal, and as their

and seal deliver the within written instrument of writing, and that deponent with Du O'Donnell (Witness)

witness the execution thereof.

Subscribed and sworn to before me
this 19 day of Feb. 1982

Ruth T. Armstrong (Witness sign here)

Notary Public, State of South Carolina
My Commission expires NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission expires October 14, 1985

RECORDED FEB 26 1982 at 10:30 A.M.

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