

175
FILED
AUG 6 1973
DORIS S. TANKERSLEY

REAL PROPERTY AGREEMENT
BOOK 32 PAGE 673
175

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 lease, 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 tract of land situate, lying and being in Oneal Township, Greenville County, State of South Carolina, about 1 1/2 miles north from the City of Greenville and about 3/4 mile from Sandy Blat, on both sides of Parker Road and containing 39.27 acres, more or less, and being known and designated as Tract No. 2 on plat of Property of J. A. Fowler recorded in the R.M.C. Office for Greenville County in Plat Book "Q", at Page 51. Less, HOWEVER, 1 acre, more or less, heretofore conveyed to H. D. Parker by deed recorded in Deed Book 207, at Page 35. Before said conveyance said tract contained 40.27 acres, said 40.27 acres being described as follows:

BEGINNING at a stake in the center of Parker Road at the joint corner of Tracts Nos. 1 and 2 and running thence S. 35 1/2 E. 392 feet to a poplar; thence N. 81 1/2

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 agree 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, and 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 record this agreement in such places as Bank, in its discretion, may elect.

6. Upon payment of all indebtedness of the undersigned to Bank, the undersigned shall be and become void and of no effect, and until then it shall apply to and bind the undersigned, their heirs, legal devisees, administrators, executors, assignors and assigns, and insure to the benefit of Bank and its successors and assigns. The affidavit of any officer, representative or agent of Bank of 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 Jean Crowson (L.S.)
Witness Carrie A. Barbare (L.S.)
Taylors, South Carolina

Dated at: August 2, 1973
Date

State of South Carolina
County of Greenville

Personally appeared before me Jean Crowson who, after being duly sworn, says that he saw the within named Kenneth F. Clayton and Wilma Clayton (Borrowers) sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with Carrie A. Barbare (Witness)

Subscribed and sworn to before me this 2 day of August 1973
Jean Crowson (Witness sign here)

Carrie A. Barbare
Notary Public, State of South Carolina
My Commission expires August 15, 1978

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Bank of Greer, Greer, S.C.
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Enclosed
Doris S. Tankersley
R.M.C.

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DORIS S. TANKERSLEY
R.M.C.

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