

ANNIE S. TANKERSLEY  
R.M.C.  
**FILED**  
AUG 22 1979  
AM  
7 8 9 10 11 12 1 2 3 4 5 6

BOOK 72 PAGE 933  
VOL 1189

REAL PROPERTY AGREEMENT

LONG, BLACK & GASTON T-2969

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 pay to the Bank, 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:  
ALL THAT Piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, on the eastern side of Farmington Road and being known and designated as Lot No. 31 on a plat of Chestnut Hills Subdivision recorded in the R.C. Office for Greenville County in Plat Book GG at Page 35 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.  
THIS conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances, easements and rights-of-way appearing on the property and/or of record.  
THIS is the same property as that conveyed to the Grantors herein by deed from Charles B. Dickerson recorded in the R.C. Office for Greenville County in Deed Book 783 at Page 499 on October 7, 1965.

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, legates, 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 Faye H. Fowler Deborah S. Rodgers (S.S.)  
Witness Joe Copeland Jimmy Rodgers (S.S.)  
Dated at: Greer, S. C.  
Date: 8-9-79



LONG, BLACK & GASTON  
T-2969

State of South Carolina  
County of Greenville  
Personally appeared before me Faye Fowler who, after being duly sworn, says that he is a Notary Public in and for the State of South Carolina.  
the within named Deborah S. and Jimmy Rodgers (Borrowers)

act and deed deliver the within written instrument of writing, and that deponent with Joe Copeland (Witness)  
witness the execution thereof.  
Subscribed and sworn to before me this 9 day of August 1979  
Faye H. Fowler (Witness sign here)

Notary Public, State of South Carolina  
My Commission expires 1-24-88  
RECORDED AUG 22 1979  
at 12:30 P.M.

Paid and Satisfied this the 2 day of Sept, 1980.  
BANK of GREER  
By Ralph O. Smith  
Witness Lu Smith 6313

JAN 20 1981

ANNIE S. TANKERSLEY  
R.M.C.  
JAN 20 1981  
5 0 P M '81  
GREENVILLE S.C.

4328 RV-2