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22531 *Greenlee Cr.*  
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REAL PROPERTY AGREEMENT

In consideration of such loans and indebtedness as shall be made by or become due to THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON (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 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:

Home place and all of the land on the South side of State Highway No. 11, Glassy Mt., Township, Greenville County, which is a part of the land that was heretofore conveyed to me by W. D. Lindsey by deed recorded in deed book 664 page 111, Greenville County, R. M. C. Office, or that part which is located on the South side of said highway. This land is not to be sold, but is to remain in his family.

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, on 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 of 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 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, 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 *Mail Kirby* \_\_\_\_\_ x *Amos L. Brubaker* (L. S.)

Witness *Amos L. Brubaker* \_\_\_\_\_ (L. S.)

Dated at: *Spartanburg*  
*4-13-70*  
Date

State of South Carolina  
County of *Spartanburg*  
Personally appeared before me *Mail Kirby* (Witness) who, after being duly sworn, says that he saw the within named *Amos L. Brubaker* (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with *A. W. Hill, Jr.* (Witness) witnesses the execution thereof.

Subscribed and sworn to before me  
this *13* day of *April*, 19*70*  
*Jerry Arnold Ward*  
Notary Public, State of South Carolina  
My Commission expires at the end of the *1-1-71*

50-111

Recorded April 15th, 1970 at 3:30 P.M. #22531

*Amos L. Brubaker*  
*Amos L. Brubaker* Page  
Book 153-1611  
6-3-94

For Release 2.8 Greenlee Cr. Book 924 Page 288 Deed to Rev. C. J. Bryant