

15530 NOV 27 1972

VCL 961 PAGE 329
REAL PROPERTY AGREEMENT

RECORDING FEE
PAID \$ 1.75

In consideration of such loans and indebtedness as shall be made by or become due to THE BANK OF GREER, GREER, S. S. (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: All that Piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 13 on plat of property of Super Highway Homesites, which plat is recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book P, at page 53, and having, according to said plat, the following metes and bounds, to-wit: BEGINNING at an iron pin on the easterly side of Donnon Road, joint front corner Lots 13 and 14, said iron pin being 185 feet in a northerly direction from Bob White Lane and running thence along Donnon Road N. 2.0 E. 80 feet to an iron pin, joint front corner Lots 12 and 13: Thence S. 83-0 E. 182.5 feet to an iron pin in the center of a five foot strip reserved for utilities;

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 (see 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 back) 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.

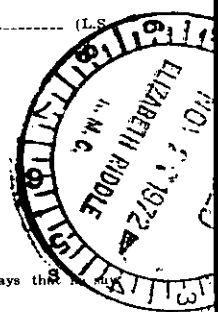
5. That the Bank may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as Bank, in its discretion, may elect.

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 Louie Don Stokes
Carrie A. Barbare

Haskell R. Chitwood (L.S.)

Dated at: Taylors, South Carolina
November 21, 1972
Date



State of South Carolina

County of Greenville

Personally appeared before me Carrie A. Barbare who, after being duly sworn, says that

the within named Haskell R. Chitwood (Borrowers) sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with Louie Don Stokes (Witness)

witness the execution thereof.

Subscribed and sworn to before me
this 21 day of November, 19 72

Louie Don Stokes
(Witness sign here)

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

(Continued on next page)

50-111

SATISFIED AND CANCELLED OF RECORD
1300
PAY OF Dec 19 77
Dannie S. Tankersley
R. M. C. FOR GREENVILLE COUNTY, S.C.
AT 12-00 O'CLOCK P M. NO. 17981

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 53 PAGE 675