



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. 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 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, situate, lying and being in the State of South Carolina, County of Greenville, in Chick Springs Township, and being known and designated as Lot No. 25 as shown by survey by Dalton & Neves, Engineers, made April, 1945 and marked Plat No. 2 property of W. S. Bradley, recorded in the R.M.C. Office for Greenville County in Plat Book O, at Page 169, and having, according to said plat, the following metes and bounds, to-wit: BEGINNING on a pin on the west side of Bahan Street, joint corner with Lot No. 24, and running thence with Bahan Street, S. 0-42 E. 100.1 feet to a pin, joint corner with Lot No. 26; thence with line of Lot No. 26, N. 88-10 W. 331.3 feet to an iron pin; thence N.0-31 E. 100 feet to pin, corner of Lot No. 24; thence with line of Lot No. 24, (continue

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. (back)

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 Jean Crowson (L.S.)
Witness Carrie A. Barbare (L.S.)
Witness Melvin A. Arms (L.S.)
Witness Willard F. Arms (L.S.)

Dated at: Taylors, South Carolina
March 6, 1973
Date

State of South Carolina
County of Greenville

Personally appeared before me Carrie A. Barbare who, after being duly sworn, says that he saw
(Witness)
the within named Melvin A. and Willard F. Arms sign, seal, and as their
(Borrowers)
act and deed deliver the within written instrument of writing, and that deponent with Jean Crowson
(Witness)

witness the execution thereof.
Subscribed and sworn to before me
this 6 day of March, 1973
Carrie A. Barbare
(Witness sign here)

Notary Public, State of South Carolina
My Commission expires August 15 1978

50-111

(over)

Continued:
S. 88-10 E. 329.2 feet to the beginning point; being the same conveyed to us by W. S. Bradley by deed dated September 22, 1947 and recorded in the R.M.C. Office for Greenville County in Vol. 322, at Page 469.

Real Property Agreement Recorded March 7, 1973 at 12:00 P. M., # 25089

SATISFIED AND CANCELLED OF RECORD
28th DAY OF Mar. 1978
James J. Rossley
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 12:00 O'CLOCK M. NO. 28471

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 56 PAGE 332