

FILED
MAY 26 1976

REAL PROPERTY AGREEMENT

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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 piece, aprcel or lot of land in O'Neal township, County of Greenville, State of South Carolina, located about 2 miles North from Greer, S. C. on the western side of Country Club Road and being shown on plat of property made for Alice Lee Powell by John A. Simmons (Tri-State) Surveyors, dated May 4, 1976 and having the following courses and distances, to wit: BEGINNING in center of County Club Road corner of other property of Gladys W. Lee, and S. 1-49W., 150 feet from corner of Bryant and running ~~XXXXXXXX~~ ~~XXXXXXXXXX~~ thence S. 1-49 W., 50 feet to bend in road; thence S. 1-19 E., 100 feet to point in center of road; thence along other property of Gladys W. Lee, N. 84-56W., 228.3 feet to point on line of Suttles; thence with this line N. 30-27W., 112 feet to new corner, which corner is 55 feet from Bryant's line; thence N. 83-14 E., 288 feet to the beginning corner and containing 0.70 of acre,

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, 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. more or less, This is a part of the same conveyed to the within grantor by deeds recorded in deed book 1012 page 237 and deed book 575 page 321; Greenville County R.M.C. Office.

Witness Karen A. Lamb Alice L. Powell (L.S.)

Witness Judy Keller (L.S.)

Dated at: Durcan, S. C.

May 24, 1976
Date

State of South Carolina

County of

Personally appeared before me Karen A. Lamb who, after being duly sworn, says that he saw (Witness)

the within named Alice L. Powell & Raymond E. Powell, Jr. sign, seal, and as their (Borrowers)

act and deed deliver the within written instrument of writing, and that deponent with Judy Keller (Witness)

witness the execution thereof.

Subscribed and sworn to before me
this 24 day of May 1976

Karen A. Lamb
(Witness sign here)

Preston Rochester
Notary Public, State of South Carolina
My Commission expires 3/7/83

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RECORDED MAY 26 '76 At 11:15 A.M.

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