

7716

FILED  
GREENVILLE CO. S. C.

AUG 2 2 45 PM '76

REAL PROPERTY AGREEMENT

11143 PAGE 597  
The South Carolina National Bank

DONNIE S. TANKERSLEY

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 twentyone 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 improvements thereon, in the County of Greenville, State of South Carolina on the Northeastern side of Buck Horn Road being shown and designated as Lot No. 20 on a Plat of GRANDVIEW HILLS made by R.B. Bruce, Engineer, recorded on March 31, 1969 in the RMC Office for Greenville County, S.C. in the Plat Book W.W., page 52, reference to which is hereby craved for the metes and bounds thereof.

The above property is the same conveyed to the Grantor by the deed of Murphee C. Donnan recorded in Deed Book 899, page 283, and is hereby conveyed subject to rights of way, easements, conditions, public roads and restrictive covenants reserved on plats and other instruments of public record and actually existing on the ground affecting said property.

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 Gina Davis Wm. Troy Willis (L. S.)  
Witness Cheryl A. Atkinson Sandra Willis (L. S.)

Dated at: Greenville, S.C.  
July 26, 1976  
Date

State of South Carolina  
County of Greenville

Personally appeared before me Gina Davis (Witness) who, after being duly sworn, says that he saw the within named William Troy and Sandra Willis (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Cheryl Atkinson (Witness) witnesses the execution thereof.

Subscribed and sworn to before me  
this 26th day of July 1976  
H. Reid Sherrill Gina Davis  
Notary Public, State of South Carolina (Witness sign here)

My Commission expires at the will of the Governor  
RECORDED AUG 2 '76 At 2:45 P.M. 3168  
EXPIRES APRIL 16, 1985.

0597  
4328 RV-23