

JAN 12 1973
SOUTHERN BANK AND TRUST

REAL PROPERTY AGREEMENT
SOUTHERN BANK AND TRUST, GREENVILLE OFFICE VOL 1071 850

In consideration of such loans and indebtedness as shall be made by or become due to SOUTHERN BANK AND TRUST COMPANY (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 improvements thereon, situate, lying and being on the Southwestern side of Skyland Drive (Formerly Bates Avenue) in the City of Greenville, County of Greenville, State of South Carolina, being shown and designated as Lot No. 10 of a subdivision known as Skyland Park, plat of which is recorded in the RMC Office for Greenville County in Plat Book L at page 41, reference to which is hereby craved for the metes and bounds thereof. (OVER)

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 Dianne Johnson ✓
Witness Thomas C. Brown ✓
Witness James D. Brooks
Witness Virginia E. Brooks

Dated at: McAlister Beach, Southern Bank
12-29-77
Date

State of South Carolina
County of Greenville

Personally appeared before me Dianne Johnson who, after being duly sworn, says that he saw the within named James D. Brooks sign, seal, and as their act and deed deliver the within instrument of writing, and that deponent with Thomas C. Brown witnesses the execution thereof.

Subscribed and sworn to before me this 29th day of Dec, 1977
Dianne Johnson
(Witness sign here)

Suzanne H. Howard
Notary Public, State of South Carolina
My Commission Expires at the will of the Governor

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