

JUL 10 1978
RECORDED

REAL PROPERTY AGREEMENT

1082

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") by 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, do hereby 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

ALL that piece, parcel or lot of land situated, lying and being in the State of S. C., County of Greenville, known and designated as Lot No. 30, as shown on plat of Greenfields, recorded in plat book XX page, 103 and having according to said plat the following metes and bounds, to-wit: BEGINNING at an iron pin on the north side of Greenfield Dr., the joint front corner of Lots 31 and 30, and running thence with the joint line of said lots N. 21-59 E. 175 feet to an iron pin; thence N. 68-01 W. 165 ft. to an iron pin joint rear corner of Lots 29 and 30; thence with the joint line of said lots S. 3-19 W. 184 ft. to an iron pin on the north side of Greenfield Dr.; thence with the north side of said street S. 68-01 E. 107.1 ft. to the beginning corner. This is one of the lots conveyed to the grantors by deed of Wade Hampton Septice Tank Service, Inc. recorded May 30, 1972 in deed book 945 at page 87 in the RMC Office for Greenville County,

That in default of the performance of any of the terms hereof, the undersigned, jointly and severally, do 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, 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.

S. C. and is conveyed subject to any restrictions, reservations, zoning ordinances or easements that may appear of record, on the recorded plat or on the premises.

Witness *Donna Gosnell* (L.S.)
Witness *Mary Beth Harmon* (L.S.)

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Dated at: Taylors, South Carolina

July 6, 1978
Date

State of South Carolina

County of GREENVILLE

Personally appeared before me *Donna Gosnell* who, after being duly sworn, says that he saw (Witness)

the within named *Michael D. Harmon and Mary Beth Harmon* sign, seal, and as their (Borrowers)

act and deed deliver the within written instrument of writing, and that deponent with *Gail S. Moon* (Witness)

witness the execution thereof.

Subscribed and sworn to before me

this 6th day of July 1978

Juster Rochester

Notary Public, State of South Carolina My Commission expires March 7, 1983

Donna Gosnell
(Witness sign here)

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50-111

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RECORDED JUL 10 1978 at 2:00 P.M.

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