

FILED  
JUL 28 1978  
DEWES, INTEREST

REAL PROPERTY AGREEMENT

Vol 1033 p 170

0176

In consideration of such taxes and indebtedness as shall be made by or become due to THE BANK OF CREEK, CREEK, S. C. hereafter referred to as Bank, from the undersigned, jointly or severally, and until all of such taxes and indebtedness have been paid in full, or until twenty-one (21) days after 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. With or 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 lease, rents or funds held under contract 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 lying in the State of South Carolina, County of Greenville, shown as Lot 47 on plat of Deverger Place, Section 1, recorded in Plat Book 4X at page 79 and having such courses and distances as will appear by reference to said plat.

This is the same property conveyed by John G. Cheros as Trustee on March 26, 1976, by deed recorded in Deed Book 1033 at page 697.

The above conveyance is subject to all rights of way, easements and protective covenants affecting same appearing upon the public records of Greenville County.

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 other term of or hereafter agreed by the undersigned, the undersigned agree and is hereby assigned to the Bank and its assigns or to any other person named by the Bank and agrees that any judge or arbitrator, appointed in pursuance of the aforesaid promise, 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 place 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 of said persons or departments or agencies of Bank showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, enforceability and continuing force of this agreement, and any person may and is hereby authorized to rely thereon.

*T. Preston Rochester*  
*Donna Gosnell*

*Charles T. Miles* (L.S.)  
*Laveda B. Miles* (L.S.)

Witnes at: Taylors, S. C.

July 26, 1978

State of South Carolina

County of Greenville

Personally appeared before me **Donna Gosnell** (Witness)

the within named **Charles T. Miles & Laveda B. Miles** (Witnesses)

At and did deliver the within written instrument of writing, and that he went with **T. Preston Rochester** (Witness)

Witness the execution thereof.

Scheduled my office to be here on  
the 26<sup>th</sup> day of July 1978  
*T. Preston Rochester*  
Notary Public, State of South Carolina  
My Commission Expires \_\_\_\_\_

*Donna Gosnell*  
(Witness sign here)

2-111

Recorded July 28, 1978 at 3:30 P/M

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