

DONNIE S. TANKERSLEY
R.M.C.
FILED

REAL PROPERTY AGREEMENT

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MAY 29 1979
I, the undersigned, do hereby agree to pay all 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 to pay to the Bank, as a condition precedent to the discharge of the undersigned, 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 certain piece, parcel or lot of land situate, lying and being in the State and County aforesaid, O'Neal Township, near O'Neal, and lying on the southeast side of the road that leads from O'Neal to Berry's Mill, and being a part of the same land that was conveyed to me by Deed from Jessie J. Bramlett, September 27, 1951, recorded in the R. M. C. Office for Greenville County in Deed Book 443 at Page 264 and having the following courses and distances, to wit:

(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, 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, legattees, 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 Janne C. Davidson Talmadge Duncan, (L.S.)

Witness Faye H. Fowler Geraldine Duncan, (L.S.)

Dated at: Greer, S. C. 29651

May 25, 1979
Date

State of South Carolina

County of Greenville

Personally appeared before me Dianne C. Davidson who, after being duly sworn, says that he saw
(Witness)

the within named Talmadge Duncan & Geraldine Duncan sign, seal, and as their
(Borrowers)

act and deed deliver the within written instrument of writing, and that deponent with Faye H. Fowler
(Witness)

witness the execution thereof.

Subscribed and sworn to before me

this 25 day of May, 1979

Janne C. Davidson
(Witness sign here)

Faye H. Fowler
Notary Public, State of South Carolina

My Commission expires Jan 21, 1988

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