

AUG 15 1974
CORNIE S. TAMMERSLEY

Vol 1065 PAGE 32
REAL PROPERTY AGREEMENT
BOOK 45 PAGE 814

RECORDING FEE
PAID \$ 1.75

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") 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 lease, 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 in the County of Greenville, State of South Carolina, on the West side of Vaughn Street, known and designated as all of lot number Eleven (11) plat of property entitled "Pleasant View Acres", recorded in plat book "FF" page 365, Greenville County R. M. C. Office, reference is hereby made to said plat for a more complete description as to metes and bounds.

This is the same property conveyed to Charles H. and Julia S. Glenn by Mrs. J. H. Alewine et al by deed recorded in deed book 642 page 84, Greenville County R. M. C. Office.

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 from said premises to the Bank and agrees that any judge or jurisdiction may, at chambers or otherwise, appoint a receiver of the rents and profits of said premises 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 principal or interest be not paid to Bank when due, Bank, at its election, may declare the entire amount unpaid principal and interest of any of said notes to be immediately due and payable forthwith.

5. That the Bank may, and is hereby authorized and permitted to cause this agreement 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, legal representatives, assigns, administrators, executors, successors and assigns, and inure to the benefit of Bank and its successors and assigns. The affidavit of any officer or agent of Bank showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effect and contents of this agreement and any person may and is hereby authorized to rely thereon.

MAR 1977
CORNIE S. TAMMERSLEY

Witness Don L. Conwell (L.S.)
Witness Mary Sue Conwell (L.S.)

Dated at: Greer
Date 8-14-74 MAR 9 1977 23702

State of South Carolina
County of _____
Personally appeared before me Joe Copeland (Witness)
the within named Don L. Conwell and Mary Sue Conwell sign, seal, and as their (Borrowers)
act and deed deliver the within written instrument of writing, and that deposit with Raymond L. Linder (Witness)
witness the execution thereof.

Subscribed and sworn to before me
this 13 day of August 1974
Joe Copeland
Notary Public, State of South Carolina
My Commission expires Jan 31, 1978

MAR 8 1977
CORNIE S. TAMMERSLEY

RECORDED AUG 15 '74 4576

4328 RV-25