

RECORDING FEE
NOV 1-75

REAL PROPERTY AGREEMENT

BCC 51 PAGE 544
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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 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 parcel, ~~part of~~ or tract of land, situate, lying and being on the southern side of S.C. Highway No. 50, in the County of Greenville, State of South Carolina, containing 21.35 acres, being a portion of property shown on plat of property of George Johnson, made by C.O. Riddle, Feb. 1954, recorded in the RMC Office for Greenville County in Plat Book KKK, at Page 139, and being more particularly described as Tract B on a plat of Survey for Gloria M. Montjoy, made by Carolina Engineering & Surveying Co. May 10, 1966, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 5-B, Page 112, as follows: BEGINNING at a point on the southern side of S.C. Highway No. 50 at the joint front corner of Tracts A and B and running thence

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 hereby assigns 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 rents and profits, 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 the principal 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 obligations or indebtedness then remaining unpaid to Bank to be due and payable forthwith.

5. That the Bank may and is hereby authorized to take any action which it may deem proper to be taken at such time and in such places as Bank, in its discretion, may elect.

6. Upon payment of all indebtedness of the undersigned to the 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, successors and assigns, and inure to the benefit of Bank and its successors and assigns. The affidavit of any party or parties showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity of this agreement and any person may and is hereby authorized to rely thereon.

Witness Jay H. Fowler (S.S.)
Witness Barbara B. Moss (S.S.)
Bonnie K. Finnie (S.S.)

Dated at: Greer, S.C.
11-18-75
Date

State of South Carolina South Carolina

County of Greenville

Personally appeared before me Paye H. Fowler
(Witness)

the within named Kenneth M. Finnie & Bonnie K. Finnie,
(Borrowers)

act and deed deliver the within written instrument of writing, and that deposited with Barbara B. Moss
(Witness)

Witness the execution thereof.

Subscribed and sworn to before me
this 18 day of Nov, 1975

Barbara B. Moss
Notary Public, State of South Carolina
My Commission expires 6-10-80

58-112

Paid and Satisfied 11-23-75 Sept 1977

By James A. Bennett
Witness Barbara B. Moss

FILED
SEP 26 1977
DANCE & TARGERSLEY
S.C.

FILED
NOV 19 1975
DANCE & TARGERSLEY
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