



REAL PROPERTY AGREEMENT

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In consideration of such loans and indebtedness as shall be made by or become due to THE BANK OF GREER, GREENVILLE, 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 contract 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 of South Carolina, County of Greenville, in Chick Springs Township, and being known and designated as Lot No. 25 as shown by survey by Dalton & Neves, Engineers, made April, 1945 and marked Plat No. 2 property of H. S. Bradley, recorded in the R.H.C. Office for Greenville County in Plat Book 0, at Page 169, and having, according to said plat, the following metes and bounds, to-wit: BEGINNING on a pin on the west side of Baham Street, joint corner with Lot No. 24, and running thence with Baham Street, S. 0-42 E. 100.1 feet to a pin, joint corner with Lot No. 26; thence with line of Lot No. 26, N. 68-10 W. 331.3 feet to an iron pin; thence N. 0-31 E. 100 feet to pin, corner of Lot No. 24; thence with line of Lot No. 24, (continue

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 amount due on or before the date signed by the undersigned, the undersigned agrees and hereby waives all rights and defenses arising or to arise from said breach to the back)

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 but not to 1978

4. That if default be made in the performance of any of the terms hereof, or if default of other sums be not paid to Bank when due, Bank, at its election, may declare the entire remaining unpaid principal and interest then remaining unpaid to Bank to be due and payable forthwith.

5. That the Bank may and is hereby authorized and directed to collect this instrument in whole or in part at such time and in such place as Bank, in its discretion, may elect.

28-171 *D. L. Dillier*

6. Upon payment of all indebtedness of the undersigned to Bank, this agreement shall become void and of no effect, and until then it shall apply to and bind the undersigned, their heirs, legatees, executors, administrators, successors and assigns, and leave to the benefit of Bank and its successors and assigns. The affidavit of any officer or department of the Bank showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and force of this agreement and no person may and is hereby authorized to deny

Witnesses: *Dannie S. Lindley* *Melvin A. Arms* (L.S.)
Carrie A. Barbare *Willard F. Arms* (L.S.)

Witness: *Jean Crowson* Date: *March 6, 1973*

State of South Carolina

County of Greenville

Personally appeared before me

Carrie A. Barbare

who, after being duly sworn, says that he now

the within named

(Witness)
Melvin A. and Willard F. Arms

(Borrowers)

sign, seal, and as their

Jean Crowson

(Witness)

ack and doth deliver the within written instrument of writing, and that deposent will

witness the execution thereof.

Subscribed and sworn to before me

this 6 day of March 1973

Jean Crowson
(Witness signs here)

Notary Public, State of *SC* My Commission Expires
My Commission expires *August 15 1978*

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(over)

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