

FILED
APR 19 1978
DONNIE S. TANKERSLEY

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, GREER, S. C. (hereinafter referred to as "Bank") to or for 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;

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 piece, parcel, or lot of land, near the City of Greer, County of Greenville, State of South Carolina, located on South Carolina Highway #101, being shown on a plat prepared for James D. Whilden by Webb Surveying and Mapping Company, July 17, 1972, and according to said plat has the following courses and distances: BEGINNING at an iron pin on South Carolina Highway #101 and running thence N. 10-31 W. 165.2 feet to an iron pin, thence, N. 11-05 W. 122 feet to an iron pin on said Highway, thence N. 85-07 E 275 feet to an iron pin, thence S. 2-23 W. 72 feet to an iron pin, thence S. 42-54 W. 318 feet (ator near creek) to an iron pin, the point of beginning. According to said plat contains 1.17 acres, more or less.

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, legatee, devisee, 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 *Donnie S. Tankersley* *James D. Whilden* (L.S.)
Joyce H. Fowler *Juanita Whilden* (L.S.)

Witness *Barbara B. Moss* *Juanita Whilden* (L.S.)
Bank of Greer, Greenville, S.C. 6399

Dated at: April 18, 1978
Date: AUG 22 1978

State of South Carolina
County of Greenville
Personally appeared before me *Paye H. Fowler* (Witness) who, after being duly sworn, says that he saw

the within named *James D. & Juanita Whilden* (Borrowers) sign, seal, and as their

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

witness the execution thereof.
Subscribed and sworn to before me
this *18* day of *April*, 1978

Barbara B. Moss
Notary Public, State of South Carolina
My Commission expires *6-30-80*

GCTO 469 1-25C1 64-111

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Recorded April 19, 1978 at 12:30 P/M 30891

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