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30881

BOOK 700 PAGE 157

JUN 14 1962

REAL PROPERTY AGREEMENT

In consideration of such loans and indebtedness as shall be made by or become due to THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON (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 portion of a parcel, or lot of land on the southern side of Ackley Road, in Greenville Township, near the city of Greenville, known and designated as Lot No. 5 on a plat recorded in R.M.C. Office for Greenville County in Plat Book "C", page 90, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Ackley Road, at the corner of Lot #7, and running thence with the line of said lot in a southeasterly direction 321.3 feet to an iron pin, corner of lot #6; thence with rear line of said lot in southwesterly direction 122.5 feet to ironpin corner of lot #3; thence with line of said lot in northwesterly direction 303.9 feet to an iron pin on Ackley Road; thence with Ackley Road N. 63-10 E. 138.5 feet to the beginning corner, said premises being one of the lots conveyed to David J. Lenhardt, by C. C. Good, by deed dated December 15, 1919, recorded in R.M.C. Office for Greenville County, Volume 54, page 275, less portions sold heretofore as noted \*

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, on 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 of 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 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, legatees, 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.  
\*in Deed Volume 501, page 423; Deed Volume 511 at page 227, now being TD 519-200-7-7:

Witness Harmon W. Wood J. H. Lenhardt (L. S.)

Witness Harmon W. Wood Mrs. H. G. Lenhardt (L. S.)

Dated at: June 12, 1962 Greenville S.C.  
Date

State of South Carolina  
County of Greenville

Personally appeared before me Harmon W. Wood (Witness) who, after being duly sworn, says that he saw the within named J. H. Lenhardt & Mrs. H. G. Lenhardt (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Harmon W. Wood (Witness) witnesses the execution thereof.

Subscribed and sworn to before me  
this 12 day of June, 1962  
James C. Ramsey, Jr.  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor

Recorded June 14th, 1962 at 3:47 P.M. #30881

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SATISFIED AND CANCELLED OF RECORD  
21 DAY OF May 1980  
Honnie S. Tankersley  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 1:20 O'CLOCK A.M. NO. 33773

FOR SATISFACTION TO THIS MORTGAGE SEE  
SATISFACTION BOOK 70 PAGE 1297