

BOOK 724 PAGE 384 GREENVILLE
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REAL PROPERTY AGREEMENT 31739

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 lot of land in the County of Greenville, State of South Carolina, known as Lot 85, Section C, according to plat of Woodside Mills, recorded in plat book W at pages 111 through 117, and fronting on the southern side of East Eighty Street 66 feet as more fully set forth in the above described plat which is herein incorporated by reference. This is the same property conveyed to Jessie W. and Alma H. Mitchell in deed book 411 at page 80. Jessie W. Mitchell died intestate July 10, 1961. See deed book 680 at page 271.

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.

Witness Samuel P. Gaines Alma H. Mitchell (L. S.)

Witness Jan L. Young _____ (L. S.)

Dated at: Greenville, S. C.
May 31, 1963
Date

State of South Carolina
County of Greenville
Personally appeared before me Samuel P. Gaines who, after being duly sworn, says that he saw the within named Alma H. Mitchell sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Jan L. Young witnesses the execution thereof.

Subscribed and sworn to before me
this 31 day of May, 1963
Samuel P. Gaines
(Witness sign here)

Mildred P. Lester
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

Recorded this 7th of June, 1963, at 10:26 A.M., No. #31739

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this 1 of June 1966.
The South Carolina National Bank Greenville S.C.
By: Pauline M. Woodside
Witness: W. H. Williams assistant cashier

SATISFIED AND CANCELED OF RECORD
22 DAY OF Sept. 1967
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 3:21 O'CLOCK P M. NO. 8806