

RACKLEY, T. G.

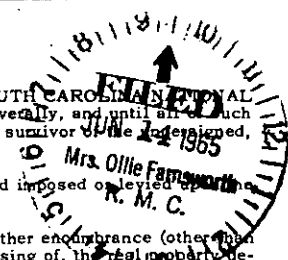
JUN 14 1965

BOOK 775 PAGE 449
5430.00

REAL PROPERTY AGREEMENT

In consideration of such loans and indebtedness as shall be made by or become due to THE SOUTH CAROLINA BANK OF CHARLESTON (hereinafter referred to as "Bank") to or from the undersigned, jointly or severally, and until all 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 on 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 Lot #2 of Pride and Patton Land Co., as shown on a Plat thereof recorded in Plat Book E, pg. 249, records of R. M. C. of Greenville County, South Carolina, together with a 10 ft. strip from the west side of Lot #1 which is 211 ft. deep, and being the identical lot of land conveyed to T. G. Rackley by deed of S. V. & Arnie L. Rackley, recorded in Deed Book 569, page 114, records of R. M. C., in and for Greenville County, South Carolina.



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 Sara F. Burns T. G. Rackley (L. S.)
 Witness W. J. Fedder Audrey M. Rackley (L. S.)

Dated at: Seneca, South Carolina
June 10th, 1965
 Date

State of South Carolina

County of OCONEE

Personally appeared before me Sara F. Burns who, after being duly sworn, says that he saw
 the within named T. G. Rackley and Audrey M. Rackley sign, seal, and as their
 act and deed deliver the within written instrument of writing, and that deponent with W. Jerry Fedder
 witnesses the execution thereof.

Subscribed and sworn to before me
 this 10 day of June, 19 65

W. J. Fedder
 Notary Public, State of South Carolina

My Commission expires at the will of the Governor
 Recorded June 14th., 1965 At 9:30 A.M. # 34993

50-111

FOR SATISFACTION TO THIS MORTGAGE SEE
 SATISFACTION BOOK 14 PAGE 873

SATISFIED AND CANCELLED OF RECORD
30 DAY OF March 1973
Dannie S. Trinkley
 R. M. C. FOR GREENVILLE COUNTY, S. C.
 AT 3:45 O'CLOCK P. M. NO. 27611