

RECORDING UNIT
PAID \$ 1.25

GREENVILLE CO. S. C.

NOV 3 3 44 PM '69

VOL 878 PAGE 486

Return To:

South Carolina National Bank
Greenville, S. C.

REAL PROPERTY AGREEMENT
R. M. C.

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 certain piece, parcel or lot of land situates, lying and being in Chick Springs Township, Greenville County, State of South Carolina, and having according to plat of the property of Mrs. Frank E. Eskew, made by Terry T. Dill, October 3, 1956, and recorded in Plat Book LL at Page 65, the following metes and bounds, to-wit:

Beginning at an iron pin near the center of the Greenville City Water line, and an unnamed road, and running thence N. 4 E. to 86.9 feet to an iron pin; thence continuing with said iron pin; thence S 50 W 110 feet to an iron pin in line of property formelry owned by Nannie T. Dickens and Joe Neva Turner; thence with the line of said property due South 170 feet to an iron pin near the center of the Greenville City Water Company right-of-way; thence with said right-of-way, S 87 E. 200 feet to the point of beginning.

Recorded in Book of Deeds 564 at Page 241 in the RMC Office for Greenville County, S.C. 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 Reuben D. Sittler, Jr. x J. B. Winter (L. S.)

Witness M. D. Kejls x Faith E. Winter (L. S.)

Dated at: Greenville, S.C.
Oct. 24, 1969
Date

State of South Carolina

County of Greenville

Personally appeared before me Reuben D. Sittler, Jr. who, after being duly sworn, says that he saw the within named J. B. Winter and Faith Winter sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with M. D. Kejls witnesses the execution thereof.

Subscribed and sworn to before me

this 24 day of October, 1969

Shirley D. Dickson
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

Reuben D. Sittler, Jr.
(Witness sign here)

50-111

Recorded November 3, 1969 At 3:44 P.M. # 10464

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 2 PAGE 648

SATISFIED AND CANCELLED OF RECORD
4 DAY OF Oct. 1971

Ollie Farnsworth

R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 2:33 O'CLOCK P M. NO. 9768