

RECORDED 125

DEC 5 4 03 PM '69

OLLIE REAL PROPERTY AGREEMENT R.M.C.

Return To: South Carolina National Bank Greenville S.C. PAGE 400

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 piece, parcel or lot of land lying in Greenville County, S. C., near the City of Greenville and being more particularly described as follows:

BEGINNING at an iron pipe on the West side of Elm Street, 235 feet from the South side of Prentiss Ave. and running thence S. 40 1/2 W. 180.6 Feet to an iron pipe on the rear line and thence along said rear line S. 44-33 E. 70 feet to an iron pipe; thence N. 37-32 E. 181.7 feet to an iron pipe on the West side of Elm Street; thence along the West side of Elm Street N. 44-33 W. 60 feet to the point of beginning, a plat of said property being recorded in the Office of the R.M.C. for the County of Greenville in Plat Book "F" at page 226,

Being the same lot of land conveyed to the grantor by deed of Lucille Brown dated March 17, 1934 and recorded in Volume 171 at page 485.

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 Pat C. Warwick  
Witness Dorothy L. Dobner

Eva M. Duncanson (L. S.)  
(L. S.)

Dated at: Greenville S.C.  
11-26-69  
Date

State of South Carolina

County of Greenville

Personally appeared before me Pat C. Warwick (Witness) who, after being duly sworn, says that he saw the within named Eva M. Duncanson (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Dorothy L. Dobner (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 26 day of Nov, 1969  
Dorothy L. Dobner  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor  
4-11-72

Pat C. Warwick (Witness sign here)

Recorded December 5, 1969 At 4:03 P.M. # 13025

50-111

SATISFIED AND CANCELLED OF RECORD  
30th DAY OF Dec. 19 82  
Dorothy S. Tankersley  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 3:30 O'CLOCK P. M. NO. 16015

FOR SATISFACTION TO THIS MORTGAGE SEE  
SATISFACTION BOOK 78 PAGE 2000