

FILED
GREENVILLE CO. S. C. REAL PROPERTY AGREEMENT

VOL 926 PAGE 135

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:

Beginning at a point in center of said road, which point is approximately 1016 feet northwest of said White property corner, and running thence N. 51 E. 300 feet to point; thence N. 29-07 W. 83.5 to point; thence S. 60 W. 315.5 feet to point in center of said road; thence along center of said road S. 35-15 E. 83.7 feet in center of said road; thence continuing a long center of said road S. 41-15 E. 48 feet to point of beginning, this is a part of a tract of 23.90 acres, more or less, conveyed to Nannie Ross by Daisy V. Hart by deed dated June 8, 1934, recorded in Deed Book 174, page 243, R. M. C. office, Greenville County. This is the same land conveyed to us by G. J. Borradaile and Julia G. Borradaile by their deed dated Jan. 15, 1949, recorded in Deed Book 370, Page 360, R. M. C. Office, Greenville County.

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 A. Dennis Mauldin x Grover E. Self (L. S.)

Witness Gail B. Lawter w Alma H. Self (L. S.)

Dated at: Greenville, S.C.
9-16-71
Date

State of South Carolina
County of Greenville

Personally appeared before me A. Dennis Mauldin who, after being duly sworn, says that he saw the within named Grover E. Self and Alma H. Self sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Gail B. Lawter witnesses the execution thereof.

Subscribed and sworn to before me
this 16th day of September, 19 71

Gail B. Lawter
(Witness sign here)

John E. Curby
Notary Public, State of South Carolina
My Commission expires at the will of the Governor
12-10-79

Recorded September 27, 1971 At 4:13 P.M. #9025