

Return To:
South Carolina National Bank
Greenville, S. C.

FILED
GREENVILLE, CO. S. C.

VOL 941 PAGE 372

APR 19 3 52 PM '72
REAL PROPERTY AGREEMENT

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 an iron pin in the road above mentioned at the joint corner tracts # 1, 2, and 3 and running thence S. 44-58 E 16.72 chs. to stake; thence S. 28 1/4 W. 2.86 chs. to post oak; thence N. 65 1/4 W. 3.80 chs. to point on branch; thence with the branch as the line in a southwesterly direction to a stake at the southwest corner of tract #2; thence N. 60 W. 19.72 chs. to pin in Greenville-Spartanburg Rd.; thence with the center of said road as the line in a northeastern direction 16.85 chs. to the point of beginning. Being a portion of the property conveyed to the grantor by deed recorded in Book of Deeds 192 at Page 203.

Also, all that other tract of land in Butler Township, adjoining lands formerly owned by T.T. Thompson, W.L. Ford, J.I. Reid and others and described as follows: Beginning on a stone on J.I. Reids line and running thence S. 44 1/4 W. 18.39 chs. to stone by pine; thence S. 47 E. 8.61 chs. to stone ~~at head of hollow~~ at head of hollow; thence down the hollow and branch as the line 19.85 chs. to ^(over)

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 Adgen S. Rawes Edgar S. Couch (L. S.)

Witness Kathryn Neese (L. S.)

Dated at: Greenville S.C.
3/13/72
Date

State of South Carolina

County of Greenville

Personally appeared before me: Adgen S. Rawes (Witness) who, after being duly sworn, says that he saw

the within named Edgar S. Couch (Borrowers) sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with Kathryn Neese (Witness)

witnesses the execution thereof.

Subscribed and sworn to before me
this 13th day of April, 19 72 so Adgen S. Rawes (Witness sign here)

Harold Galton
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

stone on branch; thence N. 59 3/4 W. 4.55 chs. to the beginning, containing 13 1/2 acres. Being the same property conveyed to the grantor by E. Inman by deed recorded in Book of Deeds 149 Page 288. Real Property Agreement Recorded April 19th, 1972 at 3:52 P. M., "20330

Real

Filed for
the R.
County,
P. M.
941

South
Edgar
Kathryn

SATISFIED AND CANCELLED OF RECORD
12th DAY OF July 19 71
Hannie S. Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 2:14 O'CLOCK P. M. NO 464
4164

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 40 PAGE 714