

FILED
GREENVILLE CO. S. C.
MAY 22 4 01 PM '72
OLLIE FARNSWORTH
R. M. C.

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: All that certain piece, parcel or lot of land in Greenville Township, Greenville County, State of S. C., being known and designated as Lot 80 according to plat of City View Annex as shown on plat recorded in the R.M.C. Office for G'Ville County in Plat Book "G" at Page 154, and having the following metes and bounds, to wit: Beginning at a point on the Southern side of Marion Rd. at the joint front corner of Lots 79 and 80 and running thence S. 28-30 E. 236.5 ft. to a point at the joint rear corner of Lots 79 and 80; thence S. 46-00 E. 50 ft. to a point at the joint rear corner of Lots 80 and 81; thence N. 28-30 W. 267 ft. to a point on the Southern side of Marion Rd. at the joint front corner of Lots 80 and 81; thence with the Southern side of Marion Rd. N. 85-30 E. 51.7 ft. to the point of beginning. This deed is executed subject to existing and recorded right of ways. Grantee to pay 1952 taxes. All that piece, parcel or lot of land in Greenville Township, Greenville County, State of S. C., and being known and designated as lots Nos. 81 and 82, and according to a plat of City View Annex, which plat is recorded in R.M.C. Office for Greenville County in Plat Book G, at Pages 152-155. 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 Pauline M. Woodside x M. H. Boling (L. S.)
Witness Betty J. Horn x Ruby B. Boling (L. S.)

Dated at: Greenville, S. C.

May 17, 1972
Date

State of South Carolina

County of Greenville

Personally appeared before me Pauline M. Woodside (Witness) who, after being duly sworn, says that he saw the within named M. H. Boling and Ruby B. Boling (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Betty J. Horn (Witness) witnesses the execution thereof.

Subscribed and sworn to before me
this 17th day of May, 1972

Pauline M. Woodside
(Witness sign here)

Pauline M. Woodside
Notary Public, State of South Carolina

My Commission expires at the will of the Governor

50-111 MY COMMISSION EXPIRES MAY 13, 1978

Real Property Agreement Recorded May 22, 1972 at 4:01 P. M., #31678

OR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 19 PAGE 62

SATISFIED AND CANCELLED OF RECORD
24 DAY OF Sept. 1973
Hennie S. Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 2:33 O'CLOCK P. M. NO. 8592