

FILED  
GREENVILLE CO. S. C.  
JUL 19 3 49 PM '72

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RECORDING FEE  
175

REAL PROPERTY AGREEMENT

ELIZABETH

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 lot of land with the buildings and improvements thereon, situate on the northeast side of Meyers Drive, in the City of Greenville, in Greenville County, South Carolina, being shown as Lot No. 22' and the adjoining one-half of Lot 21 on Plat No. 2 of Sunset Hills, made by R. E. Dalton, Engineer, December 1945, recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book "P", at Page 19, said lot fronting 112.5 feet along the northeast side of Meyers Drive and running back to a depth of 175.7 feet on the southeast side, to a depth of 175.7 feet on the northwest side and being 112.5 feet across

That if default ~~is~~ 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 Coathy Cudd Elizabeth R. Bobo (L. S.)

Witness Suzanne S. Brady (L. S.)

Dated at: Greenville  
7.17.72  
Date

State of South Carolina  
County of Greenville

Personally appeared before me Coathy Cudd who, after being duly sworn, says that he saw the within named Elizabeth R. Bobo sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Suzanne S. Brady witnesses the execution thereof.

Subscribed and sworn to before me  
this 17 day of July, 1972 X Coathy Cudd  
(Witness sign here)

Helen Baldwin  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor

Real Property Agreement Recorded July 19, 1972 at 3:49 P. M. # 1757

50-111

SATISFIED AND CANCELLED OF RECORD  
18<sup>th</sup> DAY OF Mar. 1983  
Bernie S. Tankersley  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 10:30 O'CLOCK A. M. NO. 23520

FOR SATISFACTION TO THIS MORTGAGE SEE  
SATISFACTION BOOK 79 PAGE 1816