

NOV 30 3 29 PM '72

ELIZABETH RIDDLE
R.M.C.
REAL PROPERTY AGREEMENT

VOL 961 PAGE 623

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 in Gantt Township, Greenville County, State of S.C., about six (6) miles from Greenville Court House, near the White Horse Road, containing eight & 40/100 (8.40) acres more or less, and known as tract No. 8 on plat of property of Charlie P. Rogers Estate, survey and plat made by W.J. Riddle, Surveyor, January 11, 1923, and having the following courses and distances according to said plat:
Beginning at a stake, corner of tract No. 7 and running thence S. 75 1/2 E. 2.10 to a stone; thence S. 5-45 E. 8.88 to stake; thence S. 89 1/2 E. 1.88 to stake; thence N. 1 E. 8.10 to stone; thence N. 75 1/2 W. 78 to stone; thence N. 39 1/2 E. 12.30 to stone; thence N. 51 W. 4.80 to stake, corner of tract No. 7; thence with line of said tract S. 39 W. 14.35 to the beginning corner, and being the same tract of land conveyed to Alfred Sherman and Emma Sherman by George W. Rogers,
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 Maxine P. Sanford Thomas Sherman (L. S.)
 Witness to John Bowser Anna Thelma Sherman (L. S.)
 Dated at: Greenville S.C.
11/20/72
 Date

State of South Carolina

County of Greenville

Personally appeared before me Maxine P. Sanford (Witness) who, after being duly sworn, says that he saw the within named Thomas and Thelma Sherman (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with John Bowser (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 20th day of Nov, 1972
John D. Gallivan
 Notary Public, State of South Carolina
 My Commission expires at the will of the Governor

Maxine P. Sanford
 (Witness sign here)
 (Continued on next page)

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FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 21 PAGE 336

SATISFIED AND CANCELLED OF RECORD
1 DAY OF Feb. 1974
Hannie S. Tankersley
 R. M. C. FOR GREENVILLE COUNTY, S. C.
 AT 3:54 O'CLOCK P. M. NO. 19699