

JUN 18 3 55 PM '73

DONNIE S. TANKERSLEY
R.M.C.

VOL 977 PAGE 104

RECORDING FEE
PAID \$ 1.25

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 my undivided right, title, and interest in and to all that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, known and designated as Lot No. 300 according to plat of Gridley and Bailey property, recorded in Office of R.M.C. for Greenville County in Plat Book A, Page 278, and being located at intersection of Bailey and McCrary Streets, fronting McCrary Street 66 feet and on Bailey Street 90 feet, with a rear or southern life of 66.82 feet and a western line of 101 feet. Being the same property conveyed to the Grantor and John H. Hollingsworth by Cleo K. Ellis by deed dated November 6, 1945, and recorded in the R.M.C. Office for Greenville County in Deed Book 282, at Page 263. The interest of said John H. Hollingsworth having been inherited by Grantor and others from him, the record of his Estate being on file in the Probate Court for Greenville County in Apartment 861, at File 19.

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 Douglass Harris Betha R. Dodgers (L. S.)

Witness Helmut T. Baldwin (L. S.)

Dated at: Greenville
6-11-73
Date

SATISFIED AND CANCELLED OF RECORD
of the 11 DAY OF August 19 73
Donnie S. Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 10:19 O'CLOCK P. M. NO. 70880

State of South Carolina
County of Greenville

Personally appeared before me Douglass Harris who, after being duly sworn, says that he saw the within named Betha R. Dodgers (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Helmut T. Baldwin (Witness) witnesses the execution thereof.

Subscribed and sworn to before me
this 11 day of June, 1973
Douglass Harris
Notary Public, State of South Carolina
My Commission expires at the will of the Governor
MY COMMISSION EXPIRES
DECEMBER 16, 1980

Helmut T. Baldwin
(Witness sign here)

Real Property Agreement Recorded June 18, 1973 at 3:55 P.M., # 36511

50-111

FOR SATISFACTION TO THIS MORTGAGE SEE

SATISFACTION BOOK 125 PAGE 1682