

FILED  
GREENVILLE CO. S. C.

JUL 9 3 56 PM '73

DONNIE S. TANKERSLEY

REAL PROPERTY AGREEMENT

VOL 978 PAGE 513

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: Mrs. W. H. Edwards, heirs and assigns forever ALL that certain piece, parcel or lot of land, with the buildings and improvements thereon, lying and being on the Southwesterly side of Blythwood Drive, in the City of Greenville, South Carolina, being shown as the greater portion of Lot N. 12 on the plat of University Circle recorded in the R.M.C. Office for said County in Plat Book "Y", at page 111, and having according to said plat and survey made by R. W. Dalton, dated March 1954, the following metes and bounds, to wit:

BEGINNING at an iron pin on the Southwesterly side of Blythwood Drive, said pin being located 480 feet Southeast of the Southwesterly intersection of Blythwood Drive and Campbell Street, said pin also being the joint corner of Lots Nos. 11 and 12 and (on back)

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 Judy Elrod (L. S.)

Witness Bill Grant (L. S.)

Mrs. W. H. Edwards (L. S.)

Dated at: Greenville, S. C.

7-2-73  
Date

State of South Carolina  
County of Greenville

Personally appeared before me Bill Grant who, after being duly sworn, says that he saw the within named Mrs. W. H. Edwards sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Judy Elrod witnesses the execution thereof.

Subscribed and sworn to before me this 2 day of July, 19 73 Bill Grant (Witness sign here)

Notary Public, State of South Carolina  
My Commission expires at the will of the Governor  
12-2-80

(Continued on next page)

50-111  
FOR SATISFACTION TO THIS MORTGAGE SEE  
SATISFACTION BOOK 31 PAGE 136

SATISFIED AND CANCELLED OF RECORD  
17 DAY OF June 19 75  
Donnie S. Tankersley  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 4:02 O'CLOCK P. M. NO. 29236