## FILED GREENVILLE CO. S. C.

va. 988 as 671

Oct 23 3 35 PH \*73

REAL PROPERTY AGREEMENT

BANK OF CITABLE 100 Which leads and indebtedness as shall be made by or become due to THE SOUTH CAROLINA NATIONAL BANK OF CITABLE 100 Which capabiter 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 dethose 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 all that piece, parcel or lot of land sit-
- 3. The property referred to by this agreement is described as follows: uate, lying and being in Greenville County, South Carolina, and being shown as Lot #20 on a plat of Farmington Acres, recorded in the R.M.C.offic for Greenville, County in Platt book R R; at page 106-7and having, according to said plat, the following metes and bounds to-wit: Beginning at an iron pin on the Southeasterly side of Claxton Drive at the joint front corner of Lots 19 and 20 and running thence with the common line of said lots S. 37-15E. 200 feet to an iron pin; thence N. 52-45E. 100 feet to an iron pin on the Western side of a 50 foot future street; thence with said future street N. 37-15 W. 175 feet to an iron pin; thence around a curve at the intersection of said street and Claxton Drive (the Chrod of which is N. 82-15W.) 35-4ft to an iron pin on the southeasterly side of Claxton Drive thence with said Drive S. 54-45W. 75 feet The above lot is conveyed subject to restrictions applicable to Farmington Acres recorded in the RMC office for G'ville Co. in Deed Bk. 720 at page 174; to the set back line
  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 interests as bown
  on any notes hereof or hereafter signed by the undersigned, the undersigned agrees and does hereby assign the rents and profites shown
  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, legates, deviaces, administrators, executors, successors and and until then it shall apply to and bind the undersigned, their heirs, legates, deviaces, administrators, executors, successors and assigns. The affidavit of any officer or department manager of 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.

Richard M. Dress

Dated at: Diemilli 50			
October 17, 1973			
State of South Carolina	$\gamma$		
se within some Kichard M. Seen	William Frankin C. J.	who, after being duly sworn, s	says that he saw
act and deed deliver the within written instrument of wr witnesses the execution thereof.		(Witness)	
Subscribed and sworn to before me	O am au	: 1)ke	

Mauldra

Notary Public, State of South Carolina

My Commission expires at the will of the Governor
MY COMMISSION EXPIRES PEC. 16, 1989
Real Property Agreement Recorded October 23rd 1973 at 3:35 P.M. # 11257