

FILED
GREENVILLE CO. S. C.
NOV 20 3 31 PM '73
DORRIS T. HARRISLEY

REAL PROPERTY AGREEMENT

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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 of that lot of land in the County of Greenville, State of South Carolina, in Austin Township, within the corporate limits of the Town of Mauldin and being known and designated as Lot No. 10 of a subdivision known as Glendale II, a plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book 000, page 55 and having the following notes and bounds, to-wit:

BEGINNING at a point on the northern side of Hickory Lane at the joint front corner of Lots 9 and 10 and running thence with the northern side of Hickory Lane, N 63-46 E 95 feet to a point at the joint front corner of Lots 10 and 11; thence N 23-23 W approximately 221 feet to a point in a branch at the joint rear corner of Lots 10 and 11; thence with said branch as a line, approximately S 57-50 W approximately 117 feet to a point in said branch at the joint rear

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 Anthony M. Walker X- Charles A. Fearn (L. S.)
 Witness Janet S. Harrison W- Mrs Ann Fearn (L. S.)

Dated at: Greenville, South Carolina

November 20, 1973
Date

State of South Carolina
County of Greenville

Personally appeared before me Anthony M. Walker who, after being duly sworn, says that he saw the within named Charles A. and Ann Fearn sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Janet S. Harrison witnesses the execution thereof.

Subscribed and sworn to before me
this 21 day of November, 1973
Janet S. Harrison
(Witness sign here)

Massie H. Binder
Notary Public, State of South Carolina
My Commission expires at the will of the Governor
1A-10-79

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