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REAL PROPERTY AGREEMENT GREENVILLE.CO. S. C.

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, whichly 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

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- 1. To pay, prior to becoming definquent, 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:

BEGINNING at an iron pin on the Eastern side of Third Street at the joint corner of Lots 92 & 93; thence with line of Lot 92, N 88-11 E 76.10 feet to an iron pin at the joint rear corner of Lots 72, S1-50 E 70 feet to an iron at the joint corner of Lots 71,72,93 and 94; thence with line of Lot 94, S88-11 W. 76.05 feet to an iron pin on the Eastern side of said Street, N. 1-53 W. 70 feet to the beginning corner. This property is conveyed subject to all easements, restrictions, zoing ordinances and rights of way of record and on the ground which affect said lot, if any. This is the same property conveyed to the Grantor by deed recorded in Deed Book 908 at Page 234 in the Office (RMC) for Greenville County.

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 tuke possession thereof and collect the rents and profits and hold the same aubject 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.

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Dated at:	Greenville				•	
	Dec. 28,1973					-
•	Date					
State of So	uth Carolina					
County of _	Greenville					
D	onally appeared before me_ namedEvelyn and	Carol Douglas Margie Morris		who, after being	duly sworn, says that	
	ed deliver the within writter	(=4	I that deponent with	Charles	Eldridge (Witness)	
witnesses	the execution thereof.					
	cribed and aworn to before m		Carol	Dounta	v 1 - 2	
mol	mo Amler	-0/24/53	<u></u>	(Witness sign	here)	
Notary Pul My Commit	blic, State of South Carolina saion expires at the will of t	he Governor	RECURDED	JAN 7 '74	172	37

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