

FILED
GREENVILLE CO. S. C.

JUL 23 3 40 PM '74
REAL PROPERTY AGREEMENT
DORRIS S. TANKERSLEY

VOL 1003 PAGE 477

RECORDING FEE
PAID \$

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 that certain piece, parcel or lot of land, with the buildings and improvements thereon, lying and being on the west side of Montague Circle, near the Duncan Chapel Road and near Greenville, S. C., and being designated as Lot 13 on plat entitled "Map No. 1, Montague Circle, Property of D. B. Tripp," recorded in the RMC Office in Plat Book EE, page 33, reference to said plat hereby craved for the metes and bounds thereof.

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 William C. Barker _____ Irmie C. Motte _____ (L. S.)
Witness Sara A. Betts _____ (L. S.)

Dated at: GREENVILLE, S.C.
7-15-74
Date

State of South Carolina

County of GREENVILLE

Personally appeared before me SARA A. BETTS (Witness) who, after being duly sworn, says that he saw the within named IRMIIE C. MOTTE (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with WILLIAM C. BARKER (Witness) witnesses the execution thereof.

Subscribed and sworn to before me
this 16 day of JULY, 19 74
William C. Barker
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

Sara A. Betts
(Witness sign here)

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