## Jun 27 3 18 PH '75

## DONNIE S.TANKERSLEY R.H.C.

REAL PROPERTY AGREEMENT

VCL 1020 FAST 495

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 telow, or any interest therein; or any leases, rents or funds held under escrow agreement relating to said premises; and

All that certain priese parcel, this reference tailed with the improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the southern side of Mapleton Drive, being known and designated as Lot No. 171 on plat of Pineforest Subdivision prepared by Dalton & Neves, Engineers, dated August 1959 and recorded in the R.MC. office for Greenville County in Plat Book QQ, at pages 106 & 107, and having according to said plat, the following metes and bounds, towit: Reginning at an iron pin on the southern side of Mapleton Prive at the joint front corner of Lots Nos. 170 and 171, and running thence with the line of Lot no. 170, Sh-38 E.200 feet to an iron pin; thence S 66-32 W 100 feet to the extracrangements an iron pin; thence with the rear line of Lots Nos. land 2, No. h-38 W 200 feet to an iron pin on the southern side of Mapleton Drive; thence with "apleton Drive, No. 86-32 E. 100 feet to the beginning corner; being the same conveyed to us by Wooten Corporation of Wilmington by its deed dated Sept. 29, 1959 and recorded in the R.M.C.Office

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 Pank shipking 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.

was been by ferry Fred & Stone (L.S.)
Betty O. aldeld Millen H siene (L. S.)
Dated at: Jesselle J.
0/23/7/ Date
State of South Capelina
Country of Janes Co
Personally appeared before me leave ferre who, after being duly swom, says that he saw the within name! Free from from Sign, seal, and as their
act and deed feliver the within written instrument of writing, and that deponent with
Subscripted and Awern to before me
the 27 has de true 1971 De Lie De Perry
Notify Par lie, State of South Carolina  Mr Courtes and a version the milliof the Covernor
12/16/10 (CONTINUED ON NEXT PAGE)

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