

FILED
AUG 24 1977
11:30 AM
DONNIE & LARRY
R. M. C.

REAL PROPERTY AGREEMENT

In consideration of such loans and indebtedness as shall be made by or become due to THE SOUTH CAROLINA NATIONAL BANK in 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: Described as tracts 1 and 2:
Tract No. 1 containing 16.95 acres, more or less, it being the same land sold James Sailes by Emory Sailes, Samuel Sailes and Janie Austin in deed dated Mar. 30, 1922 and recorded in Book 74, at Page 377.

Tract No. 2 containing 5 acres, more or less, it being the same land conveyed to James Sailes by Carolina Sailes, Emory Sailes and Janie Austin and recorded in R. M. C. Office, Greenville County in Book 23, Page 481. The above described land being the same conveyed to J. B. Martin by E. Inman, Master, Dec. 9, 1927 and recorded in R. M. C. Office in Volume 139, Page 200. Reference to the foregoing deeds is made for a more complete description.

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.

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Witness Gwen S. Campbell & Vance O. Hamby (L. S.)
Witness Doris C. Heller & Marie E. Hamby (L. S.)

Dated at: Belton, S. C.

8/18/77
Date

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M

State of South Carolina
County of Anderson

Personally appeared before me Gwen S. Campbell who, after being duly sworn, says that he saw the within named Vance O. Hamby & Marie E. Hamby sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Doris C. Heller witnesses the execution thereof.

Subscribed and sworn to before me
this 18th day of August, 1977
Doris C. Heller
Notary Public/State of South Carolina
My Commission expires ~~XXXXXXXXXXXX~~
Nov. 20, 1979

Gwen S. Campbell
(Witness signature)

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