

FILED
GREENVILLE CO. S. C. REAL PROPERTY AGREEMENT

Vol 1082 No 328

In consideration of such ²⁷ 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

All that piece parcel or lot of land with all improvements thereon, or hereafter constructed thereon, situate lying and being in Greenville County, S.C., and being known and designated as Lot 150 of Pine Brook Forest Subdivision, Section 2 as shown on a plat thereof recorded in the R.M.C. Office for Greenville County in Plat Book 4-X at page 49, and having, according to said plat, the following metes and bounds, to wit: BEGINNING at an iron pin on the southwestern side of Cannon Circle at the joint front corner of lots 150 and 149, and running thence with the line of lot 149, S. 54-40 W., 200 feet to an iron pin at the joint rear corner of lots 150 and 149 on the line of property now or formerly owned by Paul Costner; thence with the line of the Costner property, N. 35-20 W., 125 feet to an iron pin at the joint rear corner of lots 150 and 151, thence with the line of lot 151, N. 54-40 E. 200 feet to an iron pin at the joint front corner of lots 150 and 151 on the southwestern side of Cannon Circle; thence with the southwestern side of Cannon Circle, S. 35-20 E., 125 feet to the point of beginning.

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 [Signature] [Signature] (A. S.)
Witness [Signature] [Signature] (A. S.)
Dated at: Greenville
[Signature]
Date

State of South Carolina
County of Greenville
Personally appeared before me [Signature] who, after being duly sworn, says that he saw the within named Charles L. and JoAnne T. McElister sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with [Signature] witnesses the execution thereof.
(Witness)

Subscribed and sworn to before me
the 27th day of June, 1978
[Signature]
Notary Public, State of South Carolina
My Commission expires at the will of the Governor
MY COMMISSION EXPIRES ON 10, 1980
[Signature] (Witness sign here)

50-111 RECORDED JUN 30 1978 at 2:57 P.M. 39550

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