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GREENVILLE CO. S. C.

MAR 23 3 04 PM '79

Lender's Address: South Carolina National
P. O. Box 969
Greenville, S. C. 29602

DONNIE S. TANKERSLEY REAL PROPERTY AGREEMENT
R.M.C.

VCL 1039 PAGE 172

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 twentyone 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 lot of land in Butler Township, Greenville County, State of South Carolina, being shown and designated as lot # 124 on plat of Pelham Mills Village, prepared by Dalton & Neves, Engineers, Oct. 1939 and having the following rates and bounds, courses and distances to-wit: Beginning at an iron pin at the northwest rear corner of lot No. 103 and running thence with the joint line of said lots, S. 10-35 E. 97.2 ft. to an iron pin in the rear line of Lot # 107; thence S. 39-25 W. 300 ft. to an iron pin on water rights of Pelham Mills; thence along the line of said water right in a northwesterly direction 97.2 ft. to an iron pin rear corner of Lot No. 109; thence with the rear line of said lot N. 39-25 E. 300 ft. to the beginning corner. For derivation of title see deed from James H. Goldsmith to the grantor recorded in deed vol. 452 page 6 of the R/W Office for Greenville County, S.C.

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.

CGT: --- 1 M 23 79

Witness John P. Mullis III John C. Mills (L. S.)
Witness Donna Mills Donna Mills (L. S.)

Dated at: Pinsett office
March 8, 1979
Date

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State of South Carolina
County of Greenville
Personally appeared before me John P. Mullis III who, after being duly sworn, says that he saw the within named John C. Mills and Donna Mills sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Donna D. Brown witnesses the execution thereof.

1.2561

Subscribed and sworn to before me
this 8 day of March, 1979
John C. Mullis
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

RECORDED MAR 23 1979 at 3:04 P.M.

44-111

RECORD

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