

9618

FILED  
GREENVILLE CO. S. C. REAL PROPERTY AGREEMENT

VOL 1108 PAGE 005

AUG 3 2 56 PM '79  
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 piece, parcel or lot of land situate, lying and being on the eastern side of Duke St. in Greenville County, S.C. being shown and designated as Lot #13, Section 2 on a plat of a Subdivision for Dunean Mills, Greenville, S C, made by Pickell and Pickell, Engineers, dated June 7, 1948 and revised, recorded in the RMC Office for Greenville County, S. C., in Plat Book S, Pages 173 through 177, reference to which is hereby craved for the metes and bounds thereof. This is the identical property conveyed to the grantors herein by deed of H. L. Browning and Fay L. Browning recorded in the RMC Office for Greenville Cty. S. C. in Deed Book 1030, Page 492 on January 22, 1976. This conveyance is made subject to all easements, restrictions, setback lines, roadways and rights of way, affecting the above described property.

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 Mary Thompson Coy F. Garrett (L. S.)  
 Witness Edward C. Johnson \_\_\_\_\_ (L. S.)

Dated at: Greenville, S. C.  
7/26/79  
 Date

REC'D - AUG 27 1979

State of South Carolina  
 County of Greenville

Personally appeared before me Mary Thompson (Witness) who, after being duly sworn, says that he saw the within named Coy F. Garrett (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Edward C. Johnson (Witness) witnesses the execution thereof.

Subscribed and sworn to before me  
 this 26<sup>th</sup> day of July, 1979  
Mary Thompson (Witness sign here)

B. B. [Signature]  
 Notary Public, State of South Carolina  
 My Commission expires at the will of the Governor

at 2:56 P.M. 4269

RECORDED 'AUG 3 1979

57  
0.0  
0.0  
0.0

4328 RV-2