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GREENVILLE CO. S. C.

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BOOK 1132 PAGE 72

REAL PROPERTY AGREEMENT

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 in the County of Greenville, State of South Carolina, situate, lying and being on the Northern side of Roberta Drive being known and designated as Lot No. 49 on Plat No. Three, Cherokee Forest, prepared by J. Mac Richardson, dated January, 1959, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book QQ at pages 36 and 37 and having, according to said plat, the following metes and bounds:

Beginning at an iron pin on the Northern side of Roberta Drive at the joint front corner of Lots 31 and 49 and running thence with the joint line of said lots N. 15-58 E. 170 feet to an iron pin in the line of Lot 32; thence with the line of Lot 32 N. 52-30 W. 107.5 feet to an iron pin, joint rear corner of Lots 48, 49, 33 and 34; thence with the joint line of Lot 48 S. 15-58 W. 210 feet to an iron pin on the Northern side of Roberta Drive; thence with

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 A. Dennis Mauldin

Bennie R. Garner (L. S.)

Witness Betty E. Wyatt

Jeanne B. Garner (L. S.)

Dated at: Greenville, S.C.

August 22, 1980
Date

State of South Carolina
County of GREENVILLE

Personally appeared before me A. DENNIS MAULDIN (Witness) who, after being duly sworn, says that he saw the within named BENNIE R. GARNER AND JEANNE B. GARNER (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with BETTY E. WYATT (Witness) witnesses the execution thereof.

Subscribed and sworn to before me
this 22nd day of AUGUST, 1980
Wade Franklin Beard, Jr.
Notary Public, State of South Carolina
My Commission expires at the will of the Governor
MY COMMISSION EXPIRES ON NOV. 01, 1983

A. Dennis Mauldin
(Witness sign here)

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