

JUN 3 1975
KAY'S LAWRENCE PROPERTY AGREEMENT

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In consideration of such moneys and other things made by or become due to THE BANK OF CHEROKEE, CHEROKEE, S. C. (the bank 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, whatever first occurs, the undersigned, jointly and severally, promise and agree

- 1. To pay, serve 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 lease, right or equity held under contract agreement relating to said property; and

3. The property referred to by this agreement is described as follows: All of that piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being in Chick Springs Township, County of Greenville, State of South Carolina, and being known and designated as Lot No. 145 according to a plat of Super Highway Home Sites prepared by Dalton & Hayes, Engineers, May, 1946, which plat is of record in the R.M.C. Office for Greenville County in Plat Book P, at page 53, and being shown by a more recent survey entitled "Property of J. D. Woods, Jr." prepared by J. L. Hunter November 12, 1947, and having, according to said recent survey, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Broad Vista Boulevard at the joint front corner of Lots No. 144 and 145, which pin is located 408 feet (cont.)

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, or any moneys hereof or hereafter signed by the undersigned, the undersigned agree and do hereby assign the debts and profits arising or to arise from said premises to the Bank and agree that any judge or jurisdiction may, at chambers or otherwise, appoint a receiver of the described premises, with full authority to take possession thereof and collect the debts 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 the 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, executors, administrators, successors and assigns, and inure to the benefit of Bank and its successors and assigns. The officers of any office or department manager of Bank showing any part of said indebtedness to remain unpaid shall be and continue conclusive evidence of the validity, effectiveness and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness Juditha Ritter JUN 25 1975
 Witness Jerry Loftis
 Subscribed and sworn to before me this the 24 day of June 1975
 State of South Carolina
 County of Greenville
 Personally appeared before me
 the within named J. C. Bennett, Sr., and Ann H. Sims
 and did deliver the within written instrument of writing, and that signed with J. Larry Loftis
 as their executor thereof

Subscribed and sworn to before me
 on this 26th day of June 1975
 Notary Public, State of South Carolina
 My Commission Expires
 June 28, 1979

Juditha Ritter
 (Witness sign here)

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