

REAL PROPERTY AGREEMENT

Index in REM

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 lot of land with the buildings and improvements thereon situated on the Northwest side of the Mauldin-Pelham Road, three (3) miles Northeast of the Town of Mauldin, Butler Township, in Greenville County, South Carolina, and having, according to a survey by R. E. Hiller, March 17, 1951, the following metes and bounds, to-wit: Beginning at an iron pin on the Northwestern edge of the Mauldin-Pelham Road at corner of property now on formerly of Mrs. Johnnie Green and running thence along said Green property, N. 68-00 W., 206 feet to an iron pin; thence still along said Green property, S. 83-45 W., 86 feet to an iron pin in line of property now or formerly of F.J. Marler; thence along said Marler line, S. 31-30 E., 301 feet to a point in the Mauldin-Pelham Road; thence with the Mauldin-Pelham Road, N. 32-15 E., 221.5 feet to the Beginning corner; containing .78 acres, more or less. This is the same property conveyed to the mortgagor herein by deed of L. M. Cox dated March 22, 1951, recorded in the R.M.C. Office for Greenville County, S. C., in Deed Book 431, page 267, and deed of Johnnie Green dated March 22, 1951, recorded in said R.M.C. Office in Deed Book 431, page 269.

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: Sue Thompson \_\_\_\_\_ William M. Cox \_\_\_\_\_ (L. S.)

Witness: Hazel Wilbanks \_\_\_\_\_ Sula M. Cox \_\_\_\_\_ (L. S.)

Dated at: Greenville, S. C. \_\_\_\_\_

1-2-63  
Date

State of South Carolina

County of Greenville

Personally appeared before me Sue Thompson (Witness) who, after being duly sworn, says that he saw the within named William M. Cox & Sula M. Cox (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Hazel Wilbanks (Witness) witnesses the execution thereof.

Subscribed and sworn to before me

this 2 day of Jan, 1963

James C. Ramsey, Jr.  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor

Sue Thompson  
(Witness sign here)

Recorded January 7th, 1963 at 9:38 A.M. #17067

50-111

SATISFIED AND CANCELLED OF RECORD

30 DAY OF Jan. 1963

Hannie S. Tankersley

R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 3:05 O'CLOCK P. M. NO. 21448

Real Property Agreement

FOR SATISFACTION TO THIS MORTGAGE SEE  
SATISFACTION BOOK 13 PAGE 399