MXX

BOOK 792 PAGE 435

## 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
- 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: BEGINNING at an iron pin on the southeastern edge of Martin Street at the joint corner of a lot this day conveyed by Ward S.Stone to Henry E. Jeter, and running thence along the southeastern edge of Martin Street, N. 20-45 E. 65 feet to an iron pin at the southeastern corner of the intersection of Martin Street and Gibbs Street; thence along the southwestern side of Gibbs Street, S. 69-15 E. 67.5 feet to an iron pin; thence S. 20-45 W. 65 feet to an iron pin at the rear corner of the lot conveyed to Henry E. Jeter; thence along the line of that lot, N. 69-15 W. 67.5 feet to the beginning corner.

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 makery H Bind	James C. Setur (2. S.) Lee Georgia Coper Jeter (2. S.)
Dated atting 2/2//	·
State of South Carolina County of Ream	· / /
the within named TANGES C-AND FE	who, after being duly sworn, says that he saw ineas a sign, seal, and as their rowgs)  ng, and that deponent with Assoluted 1. The say (Witness)
witnesses the execution thereof.  Subscribed and sworn to before me this 2124 day of 7.45 , 1966	Jan hamilet
Notary Public, State of South Carolina My Commission expires at the will of the Governor	(Witness sign here)
Poponded February 23rd.	1966 At 11:58 A.M. # 24485

Recorded February 23rd., 1966 At 11.50 A.M. # 2440

50-111

FOR SATISFACTION TO THIS MORTGAGE SHEE SATISFACTION BOOK 18 PAGE 508 SATISFIED AND CANCELLED OF RECORD

27

San Carbonia S. Jan Carbony

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

AT 11:32 O'CLOCK 3. M. NO. 6003