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ELIZABETH RIDGLE
REAL PROPERTY AGREEMENT
R.M.C.

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 in G'Ville County, St. of S. C., in Butler Township, and being known and designated as a part of Lot #7 of a subdivision known as McSwain Gardens, with the Plat of that subdivision being recorded in the Office of the R.M.C. for G'Ville County in Plat Book GG, at page 75, and being more specifically shown according to said Plat as follows: Beginning at a point on the Southeastern side of Mimosa Dr., at the joint front corner of Lot 6 & 7, and running thence S. 25-41 E. 147.3 ft. to a point at the rear corner of Lot #6; thence S. 6-05 W. 45 ft. to a point in the joint sideline of Lot 7 & 8; thence N. 77-55 W. 173.2 ft. to a point on the Southeast side of Mimosa Dr.; at joint front corner of Lot 7 & 8; thence with the Southeastern side of Mimosa Drive in 29-55 E. 85.9 ft. to a point; thence continuing with the Southeastern side of Mimosa Dr. N. 45-16 E. 95 ft. to the point of beginning. This is the identical property conveyed to the grantors herein by Deed of Charles S. Bell dated March 11, 1966, and recorded in the R.M.C. Office for G'Ville County, S.C., 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. This conveyance is subject to all restrictions, zoning ordinances, set back lines, roadways, easements and right of way, of record, 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.

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 Harmon Wood

John F. Drake, Jr. (L. S.)

Witness Clyde H. Hawkins

Judy H. Drake (L. S.)

Dated at: Greenville, S. C.

November 27, 1972
Date

State of South Carolina

County of Greenville

Personally appeared before me Harmon Wood (Witness) who, after being duly sworn, says that he saw the within named John F. Drake, Jr. and Judy H. Drake (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Clyde Hawkins (Witness) witnesses the execution thereof.

Subscribed and sworn to before me
this 27th day of November, 1972

Patricia Ruth Jones
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

Harmon Wood
(Witness sign here)