

GREENVILLE CO. S. C.

RECORDING OFFICE
125

MAY 29 3 49 PM '70

VOL 891 PAGE 32

Return To:
South Carolina National Bank
Greenville, S. C.

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 lying, being and situate in the southwest intersection of Memorial Drive Extension and Gail Ave. about three miles northwest of Greer, in O'Neal Township, County and State aforesaid and being known and designated as lot number Eighty One (81) of Valleyhaven Acres, Section Four(4), of the W. Dennis Smith property as shown on the plat prepared by John A. Simmons, surveyor, dated July 15, 1960 and which plat has been recorded in the RMC Office for said County in Plat Book MM page 167. For a more complete description reference is hereby made to said plat.

The within property is conveyed subject to restrictions recorded in deed book 657 page 115, RMC Office for Greenville County. This is the same conveyed to Vera E. Turner by W.E. Shaw, Inc. by deed recorded in deed book 793 page 171, RMC Office for Greenville County.

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 Reuben D. Sittor Jr. & James Richard Batson (L. S.)

Witness Genevieve P. Gregory & Alice T. Batson (L. S.)

Dated at: Greenville, S.C.
May 5, 1970
Date

State of South Carolina

County of Greenville

Personally appeared before me Reuben D. Sittor, Jr. who, after being duly sworn, says that he saw the within named James Richard Batson and Alice T. Batson sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Genevieve P. Gregory witnesses the execution thereof.

Subscribed and sworn to before me
this 25 day of May, 19 70

Reuben D. Sittor Jr.
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

Reuben D. Sittor Jr.
(Witness sign here)

Recorded May 29 1970 At 3:49 P.M. # 26205

50-111

SATISFIED AND CANCELLED OF RECORD

14 DAY OF Sept 1970

Ollie Farnsworth

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

AT 4:12 O'CLOCK P. M. NO. 6235

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this

11 of Sept. 19 70

The South Carolina

National Bank Greenville, S.C.

By: Boyce L. Benjamin assistant cashier

Witness: Len E. Courtney

Witness: _____