

RECORDING FEE  
PAID \$ 1.75  
MAR 13 1970  
20050

FILED  
GREENVILLE CO. S. C.

Return VCL 886 PAGE 85  
South Carolina National Bank  
Greenville, S. C.

MAR 13 3 51 PM '70  
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, 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 certain piece, parcel or lot of land, with all improvements thereon, or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, about two miles west of the City of Greenville, S. C., being known and designated as a portion of Lot No. 17 according to a plat made by W. J. Riddle, May, 1947, and having the following metes and bounds, to-wit: Beginning at an iron pin on the northern side of Curtis Road, which pin is 224 feet southeast of the intersection of Curtis Road and Gordon Street; and running thence N43-15 E 50 feet to an iron pin at the joint corner of property owned by Ben William Lee and Dabney C. Carver; thence with the rear line of the property of Dabney C. Carver N 79-45 E 115 feet to an iron pin; thence S 10-15 E 154 feet to an iron pin on the northern side of Curtis Road; thence with Curtis Road 60-65 E 200 feet to the beginning corner; being the same property conveyed to the Grantor by deed duly recorded in the Office of the R. C. for Greenville County, South Carolina.

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 M. D. Kizer Bobby Sue Taylor (L. S.)

Witness Betty E. Wyatt Eva Sue Taylor (L. S.)

Dated at: Greenville, S. C.

3-3-70  
Date

State of South Carolina

County of Greenville

Personally appeared before me M. D. Kizer (Witness) who, after being duly sworn, says that he saw the within named Bobby Sue Taylor AND Eva Sue Taylor (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Betty E. Wyatt (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 3rd day of March, 1970 M. D. Kizer (Witness sign here)

Betty E. Wyatt  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor

50-111

This is the same property conveyed to the Administrator by deed dated July 11, 1957, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 580, at page 355.

Recorded March 13, 1970 At 3:51 P.M. # 20050

SATISFIED AND CANCELLED OF RECORD

5 DAY OF June, 1974