

GREENVILLE CO. S. C.

SEP 2 4 01 PM '71

REAL PROPERTY AGREEMENT

VOL 924 PAGE 229

RECORDING FEE
PAID \$ 1.75

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 certain piece, parcel or lot of land, situate, lying and being in the state of South Carolina, County of Greenville, being known as Lot 40, Rockview Heights Subdivision, shown on plat entitled "Property of W. E. Freeman", recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book ZZZ at page 167, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the eastern side of Phillips Avenue, and running thence along the joint lines of Lots Nos. 39 and 40 S. 88-02 E. 186.0 feet, more or less, to a point in the center of a branch; thence along the branch S. 2-02 E. 100, 3 feet to a point; thence along the northern side of Rockview Drive N. 88-02 W. 168.0 feet, more or less, to an iron pin; thence running along the curve of Rockview Drive and Phillips Avenue N. 43-02 W. 35.4 feet to an iron pin on Phillips Avenue; thence along the eastern side of Phillips Avenue N. 1-58 E. 75 feet to an iron pin, the point of beginning

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 Boyce Benjamin Norman E. Sherbert (L. S.)
Witness Gail B. Lawter Mary Lou Sherbert (L. S.)

Dated at: Greenville
8-26-71
Date

State of South Carolina
County of Greenville

Personally appeared before me Boyce L. Benjamin who, after being duly sworn, says that he saw the within named Norman E. Sherbert & Mary Lou Sherbert sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Gail B. Lawter witnesses the execution thereof.

Subscribed and sworn to before me
this 26 day of August 1971
Boyce Benjamin
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

50-111

This is the identical property conveyed to the Grantor herein by deed of Frank P. McGowan, Jr., Master for Greenville County, dated August 3, 1970 and recorded in the R. M. C. Office for Greenville County, South Carolina, in Deed Book 895 at page 495.

Real Property Agreement Recorded September 2nd, 1971 at 4:01 P. M. #6786

SATISFIED AND CANCELLED OF RECORD
9th DAY OF NOV 1983

FOR SATISFACTION TO THIS MORTGAGE SEE

SATISFACTION BOOK 82 PAGE 1917