

RECORDED S. C.  
 JUL 22 3 26 PM '76  
**DONNIE S. TANNEAL PROPERTY AGREEMENT**  
 R.M.C.

Return to:  
 South Carolina National Bank  
 Greenville, S. C.  
 VOL 1040 PAGE 31

7693

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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, or signing or in any manner disposing of, the real property described below, or any interest therein; 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, situate lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 22 of a subdivision known as Woodruff Road Heights according to a plat dated April 1971 prepared by Jones Engineering Service recorded in the R.M.C. Office for Greenville County in Plat Book 4-0, at Page 159, and having, according to said plat, the following metes and bounds, to-wit: Beginning at an iron pin on the eastern side of Lori Dr., joint front corner of Lots 21 & 22, running thence with the joint line of said lots, N.57-19E.283.7feet to an iron pin on the bank of a branch, which branch is the property line; and running thence with the branch as the line, the traverse lines of which are S.27-00 E. 104 feet to an iron pin; S.24-29E.116.3 feet; S.36-05E.124.3 feet to an iron pin at the joint rear corner of Lots 22 and 23, running thence with the joint line of said lots, S.57-19E.283.7 feet to an iron pin on the eastern side of Lori Drive, joint front 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 agree 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 place 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 Arthur M. Woodard Ray M. Wickliffe (L.S.)  
 Witness Arthur M. Woodard Argie L. Wickliffe (L.S.)

Dated at Greenville, South Carolina Nat Bank  
July 20, 1976  
 Date

State of South Carolina  
 County of Greenville

Personally appeared before me Arthur M. Woodard who, after being duly sworn, says that he saw the within named Ray M. Wickliffe Argie L. Wickliffe sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Faye Fisher witnesses the execution thereof.

Subscribed and sworn to before me this July 20 day of July 1976  
Arthur M. Woodard (Witness sign here)

Notary Public, State of South Carolina, 1980  
 My Comm. Expires on the will of the Governor

4328