

Cartwright & Hill

25 JUN 29 1962

BOOK 101 PAGE 100

REAL PROPERTY AGREEMENT 466

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 in Gantt Township, Greenville County, State of South Carolina, being known and designated as rear portion of Tract 6 as shown on Plat of property of E. A. Smyth, et al recorded in Plat Book D, page 170, except that fifteen feet off the rear portion of Tract No. 6 has been used in the construction of a road parallel to Tract No. 2 and being more particularly described as follows: Beginning at an iron pin on New Road joint corner of Tract Nos. 6 and 7 and running thence N. 58-36 W. 282.6 feet; thence in line parallel to road above referred to N. 21-50 E. 114 feet to a point on joint lines of Tract Nos. 5 and 6; thence along the line of Tract No. 5, S. 58-36 E. 282.6 feet to an iron pin on the side of New Road above referred to; thence along the western line of said S. 31-50 W. 114 feet to 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 Towns C. Ramey, Jr. x Roy L. Tollison (L. S.)
Witness Ruth K. Davis x Mrs. Nezzie Geneva Tollison (L. S.)

Dated at: Greenville, S. C.
June 12, 1962
Date

State of South Carolina
County of Greenville

Personally appeared before me Towns C. Ramey, Jr. (Witness) who, after being duly sworn, says that he saw the within named Roy L. Tollison and Mrs. Nezzie Geneva Tollison (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Ruth K. Davis (Witness) witnesses the execution thereof.

Subscribed and sworn to before me
this 12 day of June, 1962
Lila J. Massey (Witness sign here)

Notary Public, State of South Carolina
My Commission expires at the will of the Governor
Recorded June 29th, 1962 at 10:20 A.M. #466

50-111

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this 26 of October 1965 The South Carolina National Bank Greenville S.C.
By: S. M. Ford assistant cashier
Witness: Ruby Wallace
Witness: Belle Courtney

SATISFIED AND CANCELLED OF RECORD
16 DAY OF Sept 1969
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 9:41 O'CLOCK A. M. NO. 6538