

150 SEP 27 1963

1.25 9486

BOOK 732 PAGE 414

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, 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 in O'Neal Township, Greenville County, State of South Carolina, situate about 1/4 of a mile south from the Mountain View High School, lying east of the Mountain View Road and on the southeast side of the surface treated road which leads therefrom, being all of lots 17 & 18 on plat of property of W. F. McKinney, said plat being recorded in the R.M.C. Office for Greenville County in Plat Book T, Page 168.

This being the same property conveyed to me by deed of W. F. McKinney, dated June 17, 1958, recorded in the RMC Office for Greenville County, S. C. in Deed Book 384, Page 51.

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 Carolyn Burgess J.W. Trammell (L. S.)
Witness Patrick C. Fant Jr. Ruby Trammell (L. S.)
Ruby Trammell

Dated at: Greenville, South Carolina
September 27, 1963
Date

State of South Carolina

County of Greenville

Personally appeared before me Carolyn Burgess who, after being duly sworn, says that he saw the within named J. W. Trammell and Ruby Trammell sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Patrick C. Fant, Jr. witnesses the execution thereof.

Subscribed and sworn to before me this 27 day of September 1963
Notary Public, State of South Carolina
My Commission Expires at the will of the Governor

Carolyn Burgess (Witness sign here)

Recorded September 27, 1963 at 4:45 P.M. #9486

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this 17 of April 1964
The South Carolina National Bank, Greenville, S.C.
E. R. King
Witness: V.H. Williams

SATISFIED AND CANCELLED OF RECORD
28 DAY OF April 1964
Allie Farnsworth
R.M.C. FOR GREENVILLE COUNTY, S. C.
AT 11:18 O'CLOCK A.M. NO. 30446