

OCT 8 - 1963 10434 1.25

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BOOK 733 PAGE 285

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 parcel of land containing 15.32 acres, more or less, in Greenville County, Austin Township, State of South Carolina, situate on Baldwin Road, and being the same conveyed to me in deed book 431 at page 113, less 1 acre, more or less, conveyed out in deed book 692 at page 75.

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 *J. H. ...* *R. C. Carlisle* (L. S.)  
 Witness *J. H. ...* *Louise H. Carlisle* (L. S.)

Dated at: *Greenville, S.C.*  
*Oct 3, 1963*  
 Date

State of South Carolina  
 County of *Greenville*

Personally appeared before me *J. H. ...* (Witness) who, after being duly sworn, says that he saw the within named *R. C. Carlisle and Louise H. Carlisle* (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with \_\_\_\_\_ (Witness) witnesses the execution thereof.

Subscribed and sworn to before me  
 this *3rd* day of *October*, 19*63*  
*Michael P. Luther* (Witness sign here)  
 Notary Public, State of South Carolina  
 My Commission expires at the will of the Governor

Recorded October 8, 1963 At 10:57 A.M. # 10434

SATISFIED AND CANCELLED OF RECORD  
*776* DAY OF *NOV* 19*62*  
*Harris S. Tankersley*  
 R. M. C. FOR GREENVILLE COUNTY, S. C.  
 AT *10:44* O'CLOCK *A* M. NO. *10940*

FOR SATISFACTION TO THIS MORTGAGE SEE

SATISFACTION BOOK *78* PAGE *1050*

for Release 3.23 Area See Deed Book 869 Page 540 Deed to Ernest E. Craig et al.  
 for Release 1-3-7-Area See Deed Book 792 Page 110 Deed to R. Eddie Vaughn et al.