

BOOK 744 rage 583

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## 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
- 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 de-acribed below, or any interest therein; or any leases, rents or funds held under escrow agreement relating to said premises; and
- scribed 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 located at the southeastern intersection of Augusta Road and Old Hundred Road
  at the Ware Place, Oaklawn Township, Greenville County, South Carolina, being
  known and described as Lot No. 3, according to a plat of the property of H. P.

  Jordan Estate, dated December, 1948, by W. J. Riddle, Surveyor, and having
  according to said plat the following metes and bounds, to-wit: BEGINNING at a
  stake on the eastern side of Augusta Road 299.3 feet south of the middle of the
  intersection of Old Hundred Road with Augusta Road, and running thence \$74-37E
  306.5 feet to an iron pin; thence N22-10E 327 feet to a point in the center of a
  County Road leading to Fork Shoals; thence with the center of said County Road
  N64-35W 190 feet to a point in the center of said County Road;
  That if default be made in the performance of any of the terms hereof, or if any of said rents and profits and hold the
  same subject to the further order of said count.

  4. That if default be made in the performance of any of the terms hereof, or if any of said rents and profits and hold the

- 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 Judy Hanna X Elly C Ring (L. S.) Witness Land Plagna (L. S.)
Dated at:Belton, South Carolina
<u>March 13, 1964</u> Date
State of South Carolina
County of Anderson
Personally appeared before me Judy Hanna who, after being duly sworn, says that he saw
the within named sign, seal, and as their
(Borrowers)  act and deed deliver the within written instrument of writing, and that deponent with V. Laniel Chapman (Witness)
witnesses the execution thereof.
Subscribed and sworn to before me  this 13 day of Narch, 19 64 (Witness sign bere)