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APR 15 1964
29241

YOUNTS & SPENCE
REAL PROPERTY AGREEMENT

FILED GREENVILLE CO. S.C. BOOK 746 PAGE 513

APR 15 10 49 AM 1964

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 lot of land in the county of Greenville, State of South Carolina, known as lot No.2 on plat of land of Colonia Co., et al, which plat is recorded in the R.M.C. Office Greenville County in plat book G at page 112, and having, according to said plat, the following metes and bounds, to-wit: Beginning at an iron pin on Cornelia Street (formerly Green Street) at the joining front corner of lots 1 and 2 and running thence with lot 1, N54-18W, 156 feet to an iron pin; thence S44-btW, 55.7 feet, to an iron pin at the rear along Cornelia Street, N35-42E, 55 feet to the point of beginning. This is the same land conveyed to Sam L. Lee in deed book 127 at page 117 and willed to me by the said Sam L. Lee in apartment 696, File 2.

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 Monty Shaw Mrs Gertrude L Lee (L. S.)
 Witness Iva E. Courtney _____ (L. S.)

Dated at: Greenville
March 25, 1964
 Date

State of South Carolina
 County of Greenville
 Personally appeared before me Samuel P. Gaines who, after being duly sworn, says that he saw the within named Mrs. Gertrude L. Lee sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Iva E. Courtney witnesses the execution thereof.
 (Witness)
 (Borrowers)
 (Witness)

Subscribed and sworn to before me
 this 25 day of March 19 64
Michael P. Luther
 Notary Public, State of South Carolina
 My Commission expires at the will of the Governor

Samuel P. Gaines
 (Witness sign here)

Recorded April 15, 1964 At 10:49 A.M. # 29241

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The debt hereby secured is PAID in full and the lien of this instrument is satisfied.

this 17 day of Nov. 1966.

THE SOUTH CAROLINA NATIONAL BANK
Greenville, S. C.

By Boyce L. Benjamin
ASSISTANT CASHIER

Witness:
Iva E. Courtney
V. H. Williams

SATISFIED AND CANCELLED OF RECORD

24 DAY OF July 1967
Ollie Farshworth
R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 11:20 O'CLOCK A M. NO. 2684