

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 22 PAGE 553

SATISFIED AND CANCELLED OF RECORD

DAY OF April 1974  
Donnie S. Tankersley  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 5:02 O'CLOCK P. M. NO. 25588

REAL PROPERTY AGREEMENT

Return to  
Carolina National  
Greenville, S. C.  
VOL 889 PAGE 418

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 with the buildings or improvements thereon situate and being on the West side of Carolina Ave. in that area recently annexed to the City of Greenville in Greenville County, S.C., being shown as lot No.17 of Block I, Section 5 on plat of East Highlands Estates made by Dalton and Neves, Engineers, February 1941, recorded in the RMC Office for Greenville County, S.C., in plat Book K, pages 78,79 and 80, said lot fronting 71.4 feet on the West side of Carolina Ave., with a depth of 174.2 feet on the North side, a depth of 187.4 feet on the South side, and being 70 feet across the rear.

This is the same property conveyed to me by deed of Frances H. Brownlee, dated April 1, 1948, recorded in the RMC Office for Greenville County, S.C., in Deed Book 341, page 497.

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 Reuben J. Litten, Jr. Richard H. Brownlee (L. S.)

Witness Genevieve P. Gregory

Dated at: Greenville, S.C.  
4-29-70  
Date

FILED  
GREENVILLE CO. S. C.  
MAY 9 3 55 PM '70  
OLLIE FAULKSWORTH  
R.H.C.

State of South Carolina  
County of Greenville

Personally appeared before me Reuben J. Litten, Jr. who, after being duly sworn, says that he saw the within named Richard H. Brownlee sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Genevieve P. Gregory witnesses the execution thereof.

Subscribed and sworn to before me  
this 29th of April, 1970  
Shirley C. Decker  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor

Reuben J. Litten, Jr.  
(Witness sign here)

Recorded May 8, 1970 At 3:55 P.M. # 24444