

RECORDING FEE PAID \$ 1.25

JUL 2 1970

GREENVILLE CO. S. C. JUL 2 3 57 PM '70 VOL 893 PAGE 347 OLLIE FARNSWORTH R. H. C.

248 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:

Beginning at iron pin on 40 feet Street (Poplar Spring Drive) at the Southeast corner of lot marked "L. N. Nalley" on said plat; running thence north 70 west 34 1/4 feet to iron pin; thence on said plat; running north 24-00 East 14 1/4 feet to iron pin; thence running North 33-15 East 55 feet to iron pin; running thence North 33-15 East 379.5 feet to iron pin; running thence South 70 East 351.5 feet to iron pin on Poplar Springs Dr. thence with Poplar Springs Drive South 35-15 West 575 feet to the beginning corner.

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 W. L. Henderson B. C. Simpson (L. S.)
 Witness Barbara L. Davis Thelma P. Simpson (L. S.)

Dated at: Greenville, S. C.

June 26, 1970
Date

State of South Carolina

County of Greenville

Personally appeared before me W. L. Henderson who, after being duly sworn, says that he saw the within named B. C. Simpson and Thelma P. Simpson sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Barbara Davis witnesses the execution thereof.

Subscribed and sworn to before me this 26 day of June, 1970 W. L. Henderson (Witness sign here)

Hazel Wilbanks
Notary Public, State of South Carolina My Commission Expires 1/1/1971
My Commission expires at the will of the Governor

Recorded July 2, 1970 At 3:57 P.M. # 248