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3 14 PM '75  
DONNIE S. TANKERSLEY  
N.H.C.

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GREENVILLE CO. S. C.

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3 14 PM '75  
REAL PROPERTY AGREEMENT  
DONNIE S. TANKERSLEY

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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 all improvements thereon, situate, lying and being in the Town of Simpsonville, Austin Township, Greenville County, S. C. being shown as Lot No. 251, on Plat of Section III of WESTWOOD Subdivision, prepared by Piedmont Engineers & Architects, and recorded in Plat Book 4-N at page 60, said lot being situated on the Northern side of Sellwood Circle. A more particular description of said above numbered lot may be had by reference to said plat.

This conveyance is made subject to the restrictive and protective covenants affecting Section III of Subdivision known as WESTWOOD, said restrictive and protective covenants being recorded in the RMC Office for Greenville County in Deed Volume 923 at page 280.

This conveyance is made subject to any restrictive covenants, building set-back lines, rights-of-way and easements which may affect the above described property.

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.

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 Dudsey H. Binder & Mary E. Pruitt (L. S.)

Witness Ellie P. Wickha (L. S.)

Dated at: Mauldin, S.C.  
10-24-75  
Date

State of South Carolina

County of Greenville

Personally appeared before me Madelyn Bender who, after being duly sworn, says that he saw

the within named Mary E. Pruitt sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with Ellie Wickha

witnesses the execution thereof.

Subscribed and sworn to before me

this 24 day of October, 1975

Dudsey H. Binder  
(Witness sign here)

Wilbur H. Grant  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor  
5-15-82