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GREENVII . F CO. S. C

REAL PROPERTY AGREEMENT

No. No. 1035 A. 443

Greenville S. C.

In consideration of such loans and indebtedness as "hall 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
- of land, containing 2.32 acres, more or less, situate, lying and being on the Southern side of Old Anderson Rd., State Highway #81, near the City of Greenville, County of Greenville, S. C. being known and designated as Tract #15 as shown on a plat of a Portion of Dixie Farms, Property of E. R. Parker, formerly property of First Carolinas Joint Stock Land Pank, prepared by Dalton & Neves, dated December, 1939, recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book "L2 at page 5, and having, accordingto said plat the following metes and bounds, to-wit: Beginning at a point in the Old Anderson road, and running thence with said road N. 37-25 E 175 feet to a point; thence with the line of Lot 16, S. 60-15E 287 feet to an iron pin in the line of Lot #40; thence with the line pf Lot 40, S.10-17 W. 205.4 feet to an iron pin; thence with the line of Lot 41 S. 60-53 W70.8 feet to an iron pin; thence continuing with the line of Lot 41 and with the line of Lot 56, S. 20-10W 200 That if default to made in the perforance of any of the agents hereof, or if default to made in any payment of principal or interest, arising or to arise from said premises to the Bank and agrees that any judge of jurisdiction may, at chambers or otherwise, appoint over 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.

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Date	
te of South Carolina	
ounty of Greenville	Frank R. Wann, III who, after being duly swom, says that he saw
	who, after being duly swom, says that he saw (Witness)
e within named Florence P. Pressley	(Borrowers) Sign, seal, and as their
t and deed deliver the within written instrument of	Seuth Sandary
tnesses the execution thereof.	<i>(</i>
Subscribed and sworn to before me	$\mathcal{L}_{\mathcal{L}}}}}}}}}}$
is 23 day of april , 1976	Frank K Welmy II
telen des suisa.	(Witness sign here)

(CONTINUED ON NEXT PAGE)

x Florence & Trissleya s.

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Notary Public, State of South Carolina

My Commission expires at the will of the Governor

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