8187

GREENVILLE GO. S. C. REAL PROPERTY AGREEMENT

lender's address--South Carolina National P.O. Box 969 Greenville, S.C. 29602

2460m

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In consideration with 1 ms and indebtedness as shall be made by or become due to THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON (hereingiter referred 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 fir occurs, the undersigned, jointly and severally, promise and agree

- 1. To pay, prior to becoming delinquent, all taxes, assessments, dues and charges of oury 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 piece, Parcel or lot of land situate., lying and being in the County of Greevnille,
 State of South Carolina, on the eastern side of the Antioch Drive and being known and
 designated as lot 3h as shown on a plat of the property of E.P. Kerns of record in the office
 of the RMC for Greenville County in Plat Book 'W', page 17, reference to which is craved
 for a metes and bounds description thereof.

This conveyance is made subjest to all easements, restrictions, and rights-of -way which may affect the property hereinabove described.

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 1 reliver of the described premiser, 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 sasigns, and inure to the benefit of Bank and its successor and assigns. The affidavit of any officer or department manager of Bank and 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.

Dated at: VOINTEY CHITCE COM CAPTIONAL
March 14, 1911
Dát€
State of South Carolina
10 Carolina
County of Threadle
0-1 P. m. 000 11
Personally appeared before me (Witheas) who, after being duly sworn, says that he saw
the within named Robert 1 adwards and dois 1 adward sign, seal, and as their
(Borrowers)
act and deed deliver the within written instrument of writing, and that deponent with Rull Synct (Witness)
witnesses the execution thereof.
Subscribed and sworn to before me
this 14 day of man, 1977
Minhast sign here)

At 4:00 P.M.

RECORDED MAR 1 7 1977

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Notary Public, State of South Carolina

My Commission expires at the will of the