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ON 15 4 64 1 7 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 twentyone 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 excrow 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 and improvements thereon, lying and being on the westerly side of Balfer Drive, near the City of Greenville, S.C. being known and designated as Lot No. 91 on a plat of Wade Hampton Gardens, Section III, as recorded in the R.M.C. 0 Office for Greenville County, S.C., in Plat Book "YY", atpage 179, and having, according to said plat, the following metes and bounds, to-wit; Beginning at an iron pin on the westerly side of Balfer Drive, said pin being thejoint front corner of Lots Nos. 91 and 92 and running thence with the common line of said lots N.84-O W. 155.2 feet to an iron pin in line of Lots No. 69; thence with the line of Lots Nos. 69 and 70 N. 9-46 E. 120 feet to an iron pin, the rear corner of Lot No. 90; thence with the line of Lot No. 90S. 80-19 E. 152 feet to an iron pin on the westerly side of Balfer Drive; thence with the westerly side of Balfer Drive S. 8-03 W. 110 feet to an iron pin,

the print of heginning 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 indebtedthese 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 States W. Cole & Kem I Enture a. s.,
Witness Belly E. Wyatt Maurein Entwistle (L. S.)
DAZES ALL SOUTH CAROLINA NATIONAL BANK
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☑ Date  ≳
State of South Carolina
County of Drewelles
Personally appeared before me Attacked W Coll who, after being duly swom, says that he saw
the within named Klousellk . Malle Checkell sign, seal, and as their
act and deed deliver the within written instrument of writing, and that deponent with Sittle & Witnessy
witnesses the execution thereof.
Subscribed and sworn to before me this & day of June 1921 Starte 1). Colo
The Salduin
Notary Public, State of South Carolina  My Commission expires at the will of the Governor  A Commission expires at the will of the Governor  A Commission expires at the will of the Governor  A Commission expires at the will of the Governor  A Commission expires at the will of the Governor  A Commission expires at the will of the Governor  A Commission expires at the will of the Governor  A Commission expires at the will of the Governor  A Commission expires at the will of the Governor  A Commission expires at the will of the Governor  A Commission expires at the will of the Governor  A Commission expires at the will of the Governor  A Commission expires at the will of the Governor  A Commission expires at the will of the Governor  A Commission expires at the will of the Governor  A Commission expires at the will of the Governor  A Commission expires at the will of the Governor  A Commission expires at the will of the Governor  A Commission expires at the will of the Governor  A Commission expires at the will of the Governor expires at the will of the Governo
My Commission expires at the will of the Governor Recorded June 15, 1977 at h: Oh PM 34723

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