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Lender's Address: South Carolina "ational

P. 0. Box 969

CONNIE S. TANK ERSLEY

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:

All that piece, parcel or lot of land in Paris Mountain Township, Greenville County, State of South Carolina, lying on the Northern side of East Perry Road and being shown as all of lot number twenty three (23) on a plat of property entitled "Leawood Hills", made by Terry T. Dill, surveyor, for Homer Styles and E.H. Batson, dated October 1958, and has the following metes and bounds according to said plat, to wit:

Beginning at an iron pin on the Northern side of said Perry Road at the joint front corner of lots 22 and 23 and runs thence S. 43-22 W., 100 feet along the Northern side of said road to an iron pin at the joint front corner of lots 24 and 23; thence N. 46-38 W. 110.4 feet as the common line of lots 23 and 24 to an iron pin on the line of the

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 srise 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 lank showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectivehess and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

8 87 mm 470	Witness Betty Sillender (L. S.) Dated at: SCN Bank (Painell office) Date Date
ンのみ	Personally appeared before me John Mallen, III who, after being duly sworn, says that he saw the within named Wilfon M. Jacoban sign, seal, and as their (Borrowers) act and deed deliver the within written instrument of writing, and that deponent with Bettle J. Jacoban (Wilness) witnesses the execution thereof. Subscribed and sworn to before me this 10 day of June 1922 Ahrile C. Deileon Notary Public, State of South Carolina My Commission expires at the will of the Governor (CONTINUED ON NEXT PARE)
•	COMMUNE

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