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GREENVILLE CO. S. C.

AUG 29 3 48 PM '77

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, and the improvements thereon, situate, lying and being in the State and County aforesaid, Chick Springs Township, in the City of Greer, S.C. lying on the North side of the Brushy Creek Road, and being a part of the same tract of land conveyed to me by deed from Billy M. Lee and having the following courses and distances, to wit: beginning on a stake on the northern side of the said Brushy Creek Road at the intersection of Circle Dr. and running thence with the common line of this lot and of lot No. 1, as shown on Plat of Subdivision of Grace W. Schiletter property, S.77-16.1 231 feet to an iron pin on the line of Lot.#34 of the Schiletter property, thence a new line S.25-30 E. 198 feet to a nail and cap in the center of the Brushy Creek Road, thence N. 51-36 W. 96 feet to a turn: thence N. 20-30 E 183 feet to the beginning corner. Also all that other certain piece, parcel of lot of land situate, lying and being in the state and County aforesaid, in the City of Greer, S.C. adjoining the above described and being
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 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.

Witness Jay Arms Marvin L. Nix (L. S.)
Witness Joy Arms Donna K. Nix (L. S.)

Dated at: GREENVILLE S.C.
Aug 15, 1977
Date

State of South Carolina
County of GREENVILLE

Personally appeared before me JAN McMANUS (Witness) who, after being duly sworn, says that he saw the within named MARVIN L & DONNA K NIX (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Joy Arms (Witness) witnesses the execution thereof.

Subscribed and sworn to before me
this 15 day of Aug, 1977
H Reid Sherrill
Notary Public, State of South Carolina
My Commission expires at the will of the Governor
4-16-85