REAL PROPERTY AGREEMENT AND BULLING 1069 PAGE 245

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:
 land, with all improvements thereon, or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in the City of Greenville, being known and designated as the eastern one-half on Lot No. 12, Block C, of The Glenn Farms as shown on plate thereof recorded in the R.M.C. office for Greenville County in Plat Book M, at page 75, and having, according to a plat of the property of J.H. Mauldin prepared by C.C. Jones and Associates, Engineers, June 20, 1956, the following metes and bounds, to-wit: BEGINNING at an iron pin on the northern side of Glenn Road, the joint from corner of Lots Nos. 12 and 12, Block C, as shown on the aforementioned plat recorded in Plat Book M, at page 75, and running thence along the northern side of Glenn Road, S. 57-47 W. 26 feet to an iron pin; thence continuing along the northern side of Glenn Road, S. 79-33 W. 25.5 feet to an iron pin; thence along a line through Lot No. 12, Block C, N. 13-40 W. 226 feet to an iron pin; thence N. 76-20 E. 50 feet to an iron pin at the rear +corner W. 220 LEEL to all Itoli pill, thence it. 70 20 21. That if default be made in any payment of principal or interest, (over) inat it details be made in the performance of any of the terms hereof, or it details 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.
 - 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 assigns, and inure to the benefit of Bank and its successors and assigns. 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 Dyn E Martan Willie Mac Rosemm (L. S.) Witness Dyn E Martan Willie Mac Rosemm (L. S.)
Pated at: SCN Bank (Pleasantburg Branch)
pated at: Son Dank (1. 2002 Pro-
N Date
State of South Carolina
County of Greenville O Personally appeared before me Pauline M. Woodside who, after being duly swom, says that he saw (Witness).
Personally appeared before me Pauline n. woodside who, and start start and sign, seal, and as their sign, seal, and as their
the within named
(Borrowers) act and deed deliver the within written instrument of writing, and that deponent with Lynn E. Martin (Witness)
witnesses the execution thereof.
Subscribed and sworn to before me His 21 day of November , 19 77 (Witness sign here)
Jalena H Wilherns State of South Carolina
My Commission expires at the will of the Governor 1933. [CONTINUED ON NEXT PAGE]

Compression and Compression an

50-111