

8838

FILED  
GREENVILLE COUNTY  
REAL PROPERTY AGREEMENT

VEL 1075 PAGE 619

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, 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, lying and being in Austin Township, Greenville County, State of South Carolina, being known and designated as lot No. 39 in the Subdivision known as Eastdale Development, plat of said subdivision being recorded in the Greenville County R. M. C. Office and being more fully described as follows:

BEGINNING at an iron pin on the east side of Central Ave., joint corner with lot No. 38 and running thence along said lot N. 78-35 E. 200 feet to an iron pin in or near branch; thence along center of stream as the line and by a traverse line N. 15-35 W. 104.9 feet to an iron pin; thence S. 77-10 W. 194.8 feet to an iron pin on Central Ave.; thence along Central Ave. S. 9-35 E. 100 feet to the beginning corner.

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.

GCTO  
-----  
3 MR20 78  
1431

Witness Wm Heyward Johnston Jack E. Landers Sr. (L. S.)  
 Witness Wm Heyward Johnston Elsie T. Landers (L. S.)

Dated at: Greenville, S.C.  
3-10-78  
Date

State of South Carolina  
County of Greenville

Personally appeared before me Wm. Heyward Johnston who, after being duly sworn, says that he saw the within named Jack E. Landers Sr. and Elsie T. Landers sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Wm. Heyward Johnston witnesses the execution thereof.

Subscribed and sworn to before me  
this 10<sup>th</sup> day of MARCH, 1978

Wm. Heyward Johnston  
(Witness sign here)

James E. Hays  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor  
3-85

Recorded March 20, 1978 at 2:59 P/M 27500

0678

4328 RV-21