

GREENVILLE CO. S. C.

JUN 25 2 57 P.M.

REAL PROPERTY AGREEMENT

Vol 1082 No 329

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 escrow agreement relating to said premises; and

3. The property referred to by this agreement is described as follows: All that lot of land in Greenville County, State of South Carolina on the Northwestern corner of Oliver Street and Afton Avenue, in the City of Greenville, being shown as Lot 54 on a plat of Alta Vista, recorded in Plat Book G at page 20 and described as follows: Beginning at an iron pin at the Northwest corner of Afton Avenue, and Oliver Street, and running thence along Afton Avenue, N. 4-15E. 170.2 feet to an iron pin, corner of Lot 53; thence along the line of said lot, N. 85-40 W. 53.3 feet to an iron pin, corner of Lot 55; thence with the line of said lot, S. 4-15 W. 170.2 feet to an iron pin on Oliver Street; thence along the Northwestern side of Oliver Street, S. 85-40 E. 53.3 feet to the beginning corner. Being the same property conveyed to Marian Norris Barton by deed recorded in Deed Book 315 at page 110; said Marian Norris Barton has since remarried and is now Marian N. James.

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 Virginia Page \_\_\_\_\_ Lillian N. Simpson (L. S.)

Witness Ruth Crain \_\_\_\_\_ (L. S.)

SCN Greenville

Dated at: \_\_\_\_\_

June 16, 1978

Date

State of South Carolina

County of Greenville

Venice Page

Personally appeared before me \_\_\_\_\_ who, after being duly sworn, says that he saw

the within named Lillian N. Simpson sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with Ruth Crain

witnesses the execution thereof.

Subscribed and sworn to before me

this 16th day of June, 1978

Ann Feltel

Notary Public, State of South Carolina  
My Commission expires at the will of the Governor

1/4/81

RECORDED JUN 30 1978 at 2:57 P.M.

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