

DONNIE S. TANKERSLEY
R.M.C.
FILED

REAL PROPERTY AGREEMENT

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In consideration of 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, situate, lying and being in the County of Greenville, State of South Carolina and being known and designated as Lot 182 of Sunny Slopes Subdivision, Section Three, according to a plat prepared of said subdivision by C. O. Riddle, Surveyor, November 11, 1976 and which said plat is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 6-H, at Page 11, and according to said plat having the following courses and distances, to Wit:

Beginning at a point on the edge of Bubbling Creek Drive, joint from corner with Lot 183, and running thence with the common line of Lots 183, S. 22-15 E. 147.4 feet to a point in the line with Lot 169; thence running with the common line with Lot 169, N. 66-47 E. 62.1 feet to a point, joint rear corner with Lot 169 and 170; thence running with the common line with Lot 170, N. 57-11 E. 37 feet to a point, joint rear corner with Lots 170 and 181; thence running with the common line with Lot 181, N. 32-49 W. 150 feet to a point on the edge of Bubbling Creek Drive; thence running with the edge of said Drive, S. 57-11 W. 14.2 feet to a point on the edge of said Drive; thence continuing with the edge of said Drive. S. 62-28 W. 57 feet to a point on the edge of said Drive, the point of Beginning.

The within property is conveyed subject to all easements, rights of way, restrictive covenants, and zoning ordinances of record.

This being the same property as conveyed to James A. Hill and Susan I. Hill and recorded in Vol 1088, page 403 in the RMC Office for Greenville County dated September 21, 1978, by Brown Enterprises of S. C. Inc.

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.

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Witness Mary P. Creeker _____ Susan I. Hill (L. S.)

Witness Elaine M. Sanders _____ James A. Hill (L. S.)

Dated at: Spartanburg
May 1, 1979
Date

State of South Carolina
County of Spartanburg

Personally appeared before me Mary P. Creeker who, after being duly sworn, says that he saw
the within named Susan I. Hill & James A. Hill sign, seal, and as their
act and deed deliver the within written instrument of writing, and that deponent with Elaine M. Sanders
witnesses the execution thereof.

Subscribed and sworn to before me
this 1 day of May, 19 79
Elaine M. Sanders
Mary P. Creeker
RECORDED MAY 8 1979
at 3:00 p.m.

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