real property described below; and

REAL PROPERTY AGREEMENT

BOOK 1157 PAGE 440

and indebtedness as shall be made by or become due to THE SOUTH CAROLINA NATIONAL referred to as "Bank") to or from the undersigned, jointly or severally, and until all of such Harden paid in full, or until twenty one years following the death of the last survivor of the undersigned, loans and indebtedness whichever first occurs, the undersigned, jointly and severally, promise and agree

- 1. To pay, mior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the
- 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 with the building and improvements thereon, situate at the Southeast corner of the intersection of the Second Avenue and Seveneth treet, near the City of Greenville, in Greenville County, South Carolina, in the Judson Mill Village, being shown as portation of Lot 20 on plat of Section 4 of Judson Mills Village, rade by Dalton & Neves, Engineers, Jan., 1911, recorded in the RMC Office for Greenville County, S.C. in Plat Book K, at Pages 75 and 76, and being Known as Lot 20-A

14(235)110-3-101.1

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 Enk 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 Witness Witness	ell witten (L. S.)
0	·
Witness / aux Whamsey	(L. S.)
bated at: Greenville, S.C.	
0 10-13-1) Date	
<u>~~</u>	
State of South Carolina	
Sounty of Greenville	
Personally appeared before me Forrest illam	who, after being duly sworn, says that he saw
· ·	sign, seal, and as their
the within named Gaynell Tucker (Borrowers)	
act mind decliver the within written instrument of writing, and that deponent with	(Witness)
witnesses the e-ecution thereof.	
Subscribed and sworn to before me	M.A.
this 13 day of October 1981	(Witness sign here)
8 APPAC	
Notary Public, State of South Carolina (17	10599
My Commission expires at the will of the Governor	

Recorded October 28, 1981 at 3:30 P/M

到主义的的人士的**对对对于"特殊"**