AUG 3 100 PEAL PROPERTY AGREEMENT VOL 1171 PLST 411

In consideration of such loss, and indebtedness as shall be made by or become due to THE SOUTH CAROLINA NATIONAL BANK OF CHARCESTON (here nafter 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 Greenvile County, South Carolina, containing 1.661 acres, more or less, according to a plat of W. L. Martin Land prepared October 6, 1977 by John C. Smith, R.L.S., and having to following courses and distances, to wit:

  BEGINNING at a nail and cap in the center of Dry Oak Road, located 222 feet West of the Intersection with River Road, and running thence along Dry Oak West of the Intersection with River Road, and running thence along Dry Oak Road, S. 72-50 W. 185.35 feet to a nail and cap; thence S. 58-00 W. 204.2 feet Road, S. 72-50 W. 185.35 feet to a nail and cap; thence S. 58-00 W. 204.2 feet to a nail and cap; thence along a new line through W. L. Martin's Land, N. to a nail and cap; thence along a new line through W. L. Martin's Land, N. 26-05 W. 278.1 feet to an iron pin; thence N. 27-31 E. 109.5 feet to an iron pin; thence S. 68-28 E.198.65 (over)

  That if default be made in the performance of any of the terms thereo, or fine through the roads are the roads are fitted.

That if default be made in the performance of any of the terms hereof, or littlefault 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.

7	Vitness Huer & Do	sull	Willia !	mits		_ (L. S.)
•	Vitness Dorin C Hel	lu'	*Annette	Martin		(L. S.)
ated at:_	Belton, S. C.					
÷3	7/26/82					
<u>&gt;</u>	Date					
´ !	at Constitute					
County of	Greenville					
Pen	william D. Marti	n & Annette	Martin	who, after being d	uly sworn, says that sign, seal, and a	
	eed deliver the within written instrume	(Borrowers) ent of writing, and t	nat deponent with	Doris C.	Heller (Witness)	<del></del>
	the execution thereof.		1	. 0		
	scribed and sworn to before me	<i>y</i>	June A	1	10	
this 26th	The C Heller 1982		How &	(Withers sign h	ere)	
	ablic, State of South Carolina ission expires 森地東京社会教育系統	P <b>S</b> X	CONTINUE	ON NEXT P	AGE)	

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