## Han 28 4 15 PH '72 REAL PROPERTY AGREEMENT

In consideration of such loans and indebtedness as shall be made by or become due to THE SOUTH CAROLINA NATIONAL BANK OF CHARLESHON the charge free free 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 on the Northern side of Regent Dr. in Paris Mountain Township, near the City of Greenville, in Greenville County, State of South Carolina, being known and designated as Lot No. 45 and a greater portion of Lot No. 46 of a subdivision known as Edgefield as shown on a plat of said subdivision prepared by Piedmont Engineering Service, dated March, 1957 and revised September, 1957, recorded in the RMC Office for Greenville County, S.C. in Plat Book NN at page 195, and having in the aggregate, according to said plat the following metes and bounds: Beginning at an iron pin on the Northern side of Regent Drive at the joint front corner of Lots Nos. 414 and 45 and running thence with the line of Lot No. 44 N. 0-27 W. 232.9 ft. to an iron pin; thence N. 65-09 W. 100 feet to an iron pin; thence S. 42-47 W. 257.7 ft. to an iron pin at the joint rear corner of Lots Nos. 46 and 55; thence a new line through Lot No. 46 S. 45-34 E. 216.3 feet to an

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 South May flow	Carlyn N. Valli	(L. S.)
Witness Jeffers		(L. S.)
Dated at: Suemville, 5.		
State of South Carolina	·	
County of Selmaile	<b>,</b>	
D the within named Landyn D. Walton	who, after being duly sworn, says	and as their
(Borrowers)  act and deed deliver the within written instrument of writing, and the	hat deponent with Witness	
witnesses the execution thereof.  Subscribed and sworn to before me		
this 22 day of Mars , 1972	(Witness sign here)	
Notary Public, State of South Carolina	· · · · · · · · · · · · · · · · · · ·	
My Commission expires at the will of the Governor (Continued on nex	t page)	

OR SATISFACTION TO THIS MORTGAGE SEE
ATISFACTION BOOK \_\_\_\_\_34\_PAGE\_763

SATISFIED AND CANCELLED OF RECORD

5 DAY OF Doc 19.75

B. M. C. FOR GREENVILLE COUNTY S. C.

AT 10:32 O'CLOCK J.M. NO. 14675