ELIZABETH RICAG PROPERTY AGREEMENT R.H.C.

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 twenty-one years following the death of the last survivor of the undersigned, whichever first occurs, the undersigned, jointly and severally, promise and agree

- 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
- 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 excrow agreement relating to said premises; and
- 3. The property referred to by this agreement is described as follows: Richard R. Maag and Onita Ann Maag, their heirs and assigns forever, All that lot of land situate on the Western side of Lake Forest Drive in the County of Greenville, State of South Carolina, being known and designated as Lot No. 76, section 2 of Stone Lake Heights Subdivision, a plat of which is recorded in Plat Book W at page 87 in the R.M.C. Office for Greenville County and having according to said plat the following metes and bounds, to-with: Beginning at an iron pin on the Southern side of Twin Lake Avenue at the joint front corner of Lot 76 and Lot 111 and running thence along joint line of said lots S. 3-lik W. 177.6 feet to iron pin at joint rear corner of said lots; thence S-73-33 E. 111.7 feet to iron pin on the western side of Lake Forest Drive; thence along Western side of Lake Forest Drive, following curvature thereof, the chord being N.9-43 E. 75 feet to iron pin on the western side of Lake Forest Drive; thence continuing along western

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 Jandra Brune Prichard R. Maag (L. S.) Witness Jandra Brune Price Witness John Touriett Office 10/16/72 1 Date
County of Arenalle Personally appeared before me Saurnerer R. Mille who, after being duly sworn, says that he saw the within named Richard R. Maga and Onita A. Maga sign, seal, and as their (Borrowers) act and deed deliver the within written instrument of writing, and that deponent with (Witness)
Subscribed and sworn to before me this 16 day of Acto but, 1972 Aboute C Dublic. Notary Public, State of South Carolina My Commission expires at the will of the Governor (Continued on next page)

50-111

SATISFIED AND CANCELLED OF RECORD

FOR SATISFACTION TO THIS MORTGAGE SEE

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R. M. C. JEOR GREENVILLE COUNTY, S. C. 9

AT — O'CLOCK M. NO. 17759

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