## 3 36 PH '72 VOL 961 PAGE 57 RECORDING ELIZABÉTH RIDDLE REAL<sup>PHROPERTY</sup> AGREEMENT



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 escrow agreement relating to said premises; and
- 3. The property referred to by this agreement is described as follows: All that piece, parcel or lot of land in the County of Greenville, State of South Carolina, situate, lying and being on the southern side of Tucson Drive, and being known and designated as Lot No. 89 on plat of Western Hills Subdivision, or Tucson Drive, and being known and designated as Lot No. by on plat of western Hills Subdivision, recorded in the R. M.C. Office for Greenville County in Plat Book "QQ", at pages 98 and 99 and having, according to said plat, the following metes and bounds to-wit: BEGINNING at an iron pin on the southern side of Tucson Drive, joint front corner of Lots Nos. 89 and 90 and running thence so 19-40 E. 160 feet; thence continuing N. 58-45 E. 132.8 feet to an iron pin on the western side of Laramie Drive; thence with Laramie Drive N. 35-25 W/ 25 feet to an iron pin; thence continuing with Laramie Drive N. 36-13 W 02 5 feet to a point at the Mesternia Company of the intersection of with Laramie Drive N. 36-13 W. 97.5 feet to a point at the western corner of the intersection of Tucson Drive and Laramie Drive; thence with the curve of the intersection, the chord being N.75-30 W. 36 feet to an iron pin on the southern side of Tucson Drive, thence with said Drive S. 65-20 W.

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, 75 feet 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.
- 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 New Balder (L. S.)  Witness Hier Balder August (L. S.)  Dated at: SCIV- Wake Hampton
7/-17-72- Date
State of South Carolina
Personally appeared before me aurence R. Willes who, after being duly sworn, says that he saw the within named Charles T. William and Judy R. William sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Three Balancia (Witness)
witnesses the execution thereof.
Subscribed and sworn to before me
Notary Public, State of South Carolina My Commission expires at the will of the Governor  My Commission expires at the will of the Governor  My Commission expires at the will of the Governor  My Commission expires at the will of the Governor  My Commission expires at the will of the Governor  My Commission expires at the will of the Governor
* MV PERMANNIAN LAUNE* .

SATISFIED AND CANCELLED OF RECORD

DAY OF A Pull 1986 1986 FOR GREENVILLE COUNTY, O'CLOCK

50-111

MY COMMISSION EXPIRES **DECEMBER 16, 1980** 

> FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK

to an iron pin, the point of beginning.

Real Property Agreement Recorded November 21, 1972 at 3:36 P. M., # 15153