Jun 27 3 40 PH '74

VOL 1002 PAGE 23 DONNIE S. TANKERSLEY 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 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

- 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 lot of land in Greenville County, South Carolina, in the city of Greenville, being lot 14 and a strip of land off the western side of Lot 13, according to plat of property of B. E. Geer, made by Dalton & Neves, October 1930, recorded in Plat Pook H at page 177, and having the following metes and bounds: Beginning at an iron pin on the southern side of Ashley Avenue at a point 318 feet westerly from the southwestern corner of the intersection of North Main Street and Ashley Avenue; thence through Lot 13, S 24-30 W 75 feet to a point; thence N 65-30 W 2 feet to a point in joint line of Lots 13 and 1/1; Thence with joint line of Lots 13 and 1/1; Thence with joint line of Lots 13 and 1/1; Thence with joint line of Lots 13 and 1/1; Thence with joint line of Lots 13 and 1/1; Thence with joint line of Lots 13 and 1/1; Thence with joint line of Lots 1/2 and 1/2; thence with line of Lot 1/2, N 2/1-30 E 200 feet to an iron pin on the southern side of the line with line of Lot 1/2, N 2/1-30 E 200 feet to an iron pin on the southern side of the feather type, thence with Ashley Avenue 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

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.

Dated at: Grenville
0/19/74- Date
State of South Carolina
County of Greenville
Personally appeared before me
the within named TOUIS OF CAMAIC sign, seal, and as their (Borrowers)
act and deed deliver the within written instrument of writing, and that deponent with 1 (Witness)
witnesses the execution thereof.
Subscribed and sworn to before me this 19 day of June 1974 This 2 day of June 1974 Witness sign here)
Pat C Wearkart

(CONTINUED ON NEXT PAGE)

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Notary Public, State of South Carolina

My Commission expires at the willow the Covernor av or well with

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