## 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 util 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 with the buildings and improvements thereon, lying, being and situate in the State of South Carolina, County of Greenville, in Greenville Township, on the East side of Bryson Street (formerly Carolina Avenue) and being known and designated as Lot No. 15 of a Subdivision known as Highland, as shown on plat thereof recorded in the RMC Office for Greenville County, S.C. in Plat Book C, Page 146, and having, according to said plat, the following metes and bounds to-wit: BEGINNING at an iron pin on the East side of Bryson Street (formerly Carolina Avenue) at the joint front corner of Lots Nos. 15 and 16, which point is 210 feet from the Southeast corner of the intersection of Hart Street and Bryson Street, and runs thence along the line of Lot No. 16, N 71:-30 E 130 feet to an iron pin; thence S. 15-10 E 70 feet to an iron pin; thence along the line of Lot No. 14, S 74-30 W, 130 feet to an iron pin on the East side of Bryson Street; thence along Bryson Street 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 resilver of the described complete. With full authority to take posterior thereof and collect the mate and applies and held 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.
- 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.

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Dated at: Carenville, S.C.	<u>の</u> (L. S.) の で で
7-8-76 Date 3.7 A S	FILED /ILLE,CO.S.
State of South Carolina  Country of CARENVILLE	ĕ
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Personally appeared before me Joun F. INRETT who, after being duly swom, says	s that he saw
Personally appeared before me Joun F. PARROTT who, after being duly swom, says the within named AMES Jump and LARCLYN Jump sign, seal, (Borrowers)	, and as their
act and deed deliver the within written instrument of writing, and that deponent with Liller R Sulle V A. (Witness)	<u> </u>
witnesses the execution thereof.	
Substribed and sworn to before me this of day of Aug . 196 John F. Parrell	
this Dir day of	
Marthab Duken (Vitness sign here)	1.100
Notary Public, State of South Carolina  My Commission expires at the will of the Governor  2/2/12  RECORDED JUL 15'76 At 11:56 A. N.	1408