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REAL PROPERTY AND THE STEY Construction National Conference of Construction of Const

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 centain piece, parcel or lot of land situate, lying and being in Greenville Township, Greenville County, State of South Carolina, being known and designatre as Lot No. 285 as shown on plat of the second revision of Traxler Park recorded in Plat Book "G" at Pages 115 and 116, and being more particularly described in accordance with a recent survey prepared by J. C. Hill, Surveyor, in July, 1947, as follows:

BEGINNING at an iron pin on the Northern side of Rock Creek Drive at the joint front corner of Lots Nos. 285 and 286, which pin is 707.2 feet from the inter-section of Rock Creek Drive and Byrd Boulevard, and running thence with the joint lines of said lots, N. 25-23 W. 219.4 feet to an iron pin; thence N. 62-34 E. 70.05 Feet to an iron pin; joint rear corner of Lots Nos. 284 and 285; thence with the joint lines of said lots, S. 25-23 E. 215.3 feet to an iron pin on the

Northern side of Rock Creek Drive; thence with the Northern side of Rock Creek Drive, S. 59-17 W. 70.3 feet to the beginning corner. (over)

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, effective ness <u>and continuing</u> force of this agreement and any person may and is hereby authorized to rely thereon.

Witness Deluca M Coodal Ruth H. newmon a. s., Witness F. Fisher Dated at: South Carolina Nat. B.K.

Personally appeared before me Pauline M. Woodside) who, after being duly sworn, says that he saw the within named Ruth H. M. Willeas)

sign, seal, and as their 

witnesses the execution thereof.

Subscribed and sworn to before me

Williams

Notary Publich Stanting Caretas April 28 1083. My Commission expires at the will of the Governor

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State of South Carolina

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