

8009 DEC 16 3 36 PM '76
DONNIE S. TINKERSLEY
R.H.C.

VOL 1047 PAGE 999

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

SV
SL
12
15
18
21
24
27
30
33
36
39
42
45
48
51
54
57
60
63
66
69
72
75
78
81
84
87
90
93
96
99

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: Beginning at an iron pin on the western side of Watkins Rd. at the joint front corner of Lot Nos. 27 and 26 and running thence along the western side of Watkins Rd. N. 29-20-W. 100.0 feet to an iron pin thence following the curvature of the intersection of Watkins Rd. and Fairbrook Lane the chord of which is N. 73-11 W 39.0 feet to an iron pin thence S. 62-1-7 W. along Fairbrook Lane 95.4 feet to an iron pin thence S. 27.31 E. 134.4 feet to an iron pin joint rear corner of Lots Nos 26 and 27 thence along the joint line of said lots N 58-37 E 125.00 feet to the point of Beginning being one of the three lots conveyed to me by Blue Ridge Realty Co. Inc. by deed dated February 22, 1963 and recorded in the RMC Office for Greenville County in Deed Vol 717 at Page 272.

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 Paul Childers Lewis G. Owensby (L. S.)
Witness Sandra C. Bayne Bernice H. Owensby (L. S.)

Dated at: Greenville
12-9-76
Date

State of South Carolina
County of Greenville
Personally appeared before me Sandra C. Bayne who, after being duly sworn, says that he saw
the within named LEWIS & BERNICE OWENSBY (Borrowers) sign, seal, and as their
act and deed deliver the within written instrument of writing, and that deponent with Sandra C. Bayne, Paul Childers (Witness)
witnesses the execution thereof.

Subscribed and sworn to before me
this 9 day of Dec, 1976
Paul B. Childers
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

50-111 Recorded December 16, 1976 at 3:36 P/M 16219

0.9095
4323 RV-2