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DINNEAL PROPERTY AGREEMENT

VOL 1065 MAR 152

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 cf 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 piece, parcel or lot of land, together with all buildings and improvements thereon, situate, lying and being in the State of South Carolina, County of Anderson, being known and designated as Lot 22, South Gate Subdivision, according to a plat prepared by Montgomery Survey, dated July 24, 1972, and recorded in the Office of the Clerk of Court for Anderson County, South Carolina in Plat Book 77, Page 406, reference to which is hereby craved for the mates and bounds thereof.
  \*\*\* Refer to back for next paragraph

The above described property is hereby conveyed subject to all rights of way, easements, conditions, public roads, restrictive covenants and other instruments of public record, on the recorded plat or actually existing on the ground affecting said property.

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 indebted-7 ness 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, Dand until then it shall apply to and bind the undersigned, their heirs, legatees, devisees, administrators, executors, successors and until then it shall apply to and bind the undersigned, their heirs, legatees, devisees, administrators, executors, successors and until then it shall apply to and bind the undersigned, their heirs, legatees, devisees, administrators, executors, successors and assigns. The affidavit of any officer or department manager of assigns, and inure to the benefit of Bank and its successors and assigns. The affidavit of any officer or department manager of assigns, and inure to the benefit of Bank and its successors and assigns. The affidavit of any officer or department manager of assigns, and inure to the benefit of Bank and its successors and assigns. The affidavit of any officer or department manager of assigns, and inure to the benefit of Bank and its successors and assigns. The affidavit of any officer or department manager of assigns, and inure to the benefit of Bank and its successors and assigns. The affidavit of any officer or department manager of assigns, and inure to the benefit of Bank and its successors and assigns.

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A4	9-/6-// Date				

this 16 day of Soptember , 19 77

Notary Public, State of South Carolina
My Commission expires at the will of the Governor

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