CREEK, FIFED CO. S. C. REAL PROPERTY AGREEMENT

600 1144 Fact 502

In consideration of such lons had located as shall be made by or become due to THE SOUTH CAROLINA NATIONAL, BANK OF CHARLESTON (hereinalite self-jed 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 piece, parcel or lot of land in Greenville Township, Greenville County, South Carolina, near the corporate limits of the City of Greenville, South Carolina, on the north side of Keowee Avenue, and being known and designated as Lot No.3 according to a plat of Property of E.C. Cass.

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.

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Freda Freda	Terrapin (L. S.)
Dated at: Greenville, S.C.	
3-12-81 Date	
(0	
State of South Carolina	
Nounty of S.C. Greenville W. Personally appeared before me William III. Butter who, at	ter being duly swom, says that he saw
the within raced Freida Terrapin and John C. Terrapi	sign, seal, and as their
act and deed deliver the within written instrument of writing, and that deponent with	
witnesses the execution thereof. Subscribed shift swom to before me	
Albis 12 day of March 1941 Willer M	. Duth
Shelly P. Chriscoe	ness sign here)
My Commission expires of the will of the Governor	25959
arcc MAR 197,1981 at 2:51 P.M.	7 84 74 11 47

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