800x1316 PAGE 661

## FILED GREENVILLE CO. S. C.

## Jul 19 1 14 PH \*83

DONNIE S. TANKERSLEY PROPERTY AGREEMENT

In consideration of such loans and indebtedness as shall be made by or become due to SOUTHERN BANK AND TRUST COMPANY (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 of 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, tract or lot of land, with all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, and in Chick Springs Township, being known and designated as Property of Juanita Terry Brown on plat made by Carolina Engineering & Surveying Company, Engineers, July 6, 1966, having according to said plat the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the westerly side of Sleepy Hollow Drive and running thence S 78-35 W 199.5 feet to an iron pin; thence S 78-24 W 201 feet to a stone and old iron pin; thence N 16-41 W 117.2 feet to a stone and old iron pin; thence N 72-10 E 305 feet to an old iron pin; thence S 38-23 E 98 feet to an old iron pin; thence S 56-18 E 89 feet to the beginning corner.

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This conveyance is made subject to any restrictions or easements that may appear of record, on the recorded plat(s) or on the premises.

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

188