Return To:

South Carolina National Bank

Greenville, S. C.

VOL 889 FAGE 419

## 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

- 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
- 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 certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, in Butler Township, known and designated as Lots 4 and 5 in the Subdivision of the property of T.P. Brown, according to a survey and plat made by C.F. Webb, September, 1959. Beginning at a point on the northeast side of Salters Road at the southwest corner of Lot No. 6 and running thence with line of Lot No. 6 N. 63-50 W. 200 feet to a pin; thence N. 26-10 W. 200 feet to pin, corner of Lot No. 3; thence with line of Lot No. 3 S. 63-50 E. 200 feet to pin on northeast side of Salters Road; thence along the northeast side of said road, S. 26-10 E. 200 feet to the beginning corner.

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 Reuber D. Sitter A: X Sealy &, Can	Trell	(L. S.)
Witness Mensurine P. Leagung X Jewell J. Car	tulle	-∰i. s£
Dated at: Diesnville, S.C.	<u></u>	
May 5, 1970	ARNSWORTH U.M. C.	3 55 PH
State of South Carolina	크	
County ofGreenville	-15	<u>ا</u> د
Personally appeared before me Reuben D. Sitton, Jr. who, after being duly	y sworn, says that	t he saw
the within named Grady E. and Jewell F. Cantrell (Borrowers)	_ sign, seal, and	as their
Genevieve	P. Gregory witness)	
witnesses the execution thereof.		
Subscribed and sworn to before me this 5 day of May , 19 70 Rules I Sittle	- h.	
Shilly C. Deckion (Witness sign here	) <i>7</i>	1. 1.
Notary Publid, State of South Carolina My Commission expires at the will of the Governor Recorded May 8, 1970 At 3:55	Р. <b>М.</b> # 244	44
50-111		

The debt hereby secured is paid in full and
the Lien of this instrument is satisfied this

25 of Sept 19 70

The South Carolina AT 9:30 0'CLOCK A M. NO. 830 4

By: A. Almin Mauldin asst. Cashin

Witness: Gail Lawter

Witness: