## Aug 4 3 51 PH '72

## ELIRERETHROPORTY AGREEMENT R.M.C.

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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
- 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:

Claude C. Sentell, his heirs and assigns:

"All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, and in Greenville Township, near the Corporate limits of the City of Greenville, in Tax District No. 235, and being known and designated as Lot No. 103 of a subdivision of the Village of Mills Mill as shown on a plat thereof made by Piedmont Engineering Service of Greenville, S. C., in June of 1954, and recorded in the R. M. C. office for Greenville County in Plat Book GG, at pages 60 and 61, and having such metes and bounds, courses and distances as shown thereon, reference thereunto being had." The house on this lot is known as No. 254 on any notes hereof or hereafter signed by the undersigned. The undersigned agrees and does hereby assign the rents and profits Reeves 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 Lack Corfle X Claude & Sentell (L. S.) Witness Marthal Durham & Milla I ee Sustell (L. S.)
Dated at: Greenville, South Carolina
_July 27, 1972
State of South Carolina
County of <u>Greenville</u>
Personally appeared before me Jack Cordell who, after being duly sworn, says that he saw
the within named
act and deed deliver the within written instrument of writing, and that deponent with Martha B. Durham (Witness)
witnesses the execution thereof.
Subscribed and sworn to before me  this 27 there is 1972 Martha Barham
(Witness sign here)  Notary Public, State of South Caroling)
My Commission expires XXXXXXII XX to XXXXXII XX

7/15/81

Real Property Agreement Recorded August h, 1972 at 3:51 P. M., #3581

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