

OCT 20 4 12 PM '72

REAL PROPERTY AGREEMENT

ELIZABETH RIDDLE

In consideration of such ~~sums~~ 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: Marion F. Dillard and Jane W. Dillard, their heirs and assigns forever: All that certain piece, parcel or lot of land situate, lying and being in the City of Greenville, State of South Carolina, County of Greenville, on the south side of East Earle Street and being more fully described as follows: Beginning at a stake on the south side of Earle Street 63 feet from the northeast corner of C.F. Haynsworth lot and running thence S. 18-30 W. 206 feet 6 inches to stake; thence S. 71-20 E. 63 feet to stake; thence N. 18-30 E. 206 feet 6 inches to a stake on Earle Street; thence with Earle Street, N. 71-20 W. 63 feet to the beginning corner, Being known as lot number two (2) as shown on plat of Morgan, Burgess, Briston and Smith. The within described property is the same conveyed to W. R. Williams by Mrs. Willie C. Williams by deed dated May 17, 1920 and recorded in the R.M.C. Office for Greenville County in Deed Vol. 48 at Page 316. The said

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

Lawrence R. Miller  
Witness

Marion F. Dillard (L. S.)  
Jane W. Dillard (L. S.)

Dated at:

SCN Pointsett Office  
10/17/72  
Date

State of South Carolina

County of Greenville

Personally appeared before me \_\_\_\_\_ who, after being duly sworn, says that he saw

the within named Marion F. Dillard and Jane W. Dillard sign, seal, and as their  
act and deed deliver the within written instrument of writing, and that deponent with Lawrence R. Miller  
witnesses the execution thereof.

Subscribed and sworn to before me  
this 17 day of October, 1972

Shuler C. Denton  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor

Shuler C. Denton  
(Witness sign here)

(Continued on next page)

SATISFIED AND CANCELLED OF RECORD  
19 DAY OF Aug 1985  
Shirley S. Tankersley  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 4:21 O'CLOCK P. M. NO. 5839

FOR SATISFACTION TO THIS MORTGAGE SEE  
SATISFACTION BOOK 90 PAGE 1783