

GREENVILLE, CO. S. C.  
 FEB 11 3 27 PM '74  
 DONNIE S. TANKERSLEY  
 R.I.C.  
 REAL PROPERTY AGREEMENT

VOL 993 PAGE 802

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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: All that piece, parcel or lot of Land situate, lying and being in the County of Greenville, State of South Carolina, near Greenville, S.C. on the eastern side of West Castle Road and being known and designated as Lot No. 161 of Pine Hill Village as shown on plat 168, said lot fronting 105 feet on the eastern side of West Castle Road and running back to a depth of 74.3 feet on the north side and to a depth of 86.2 feet on the south side and being 110.7 feet across the rear.

The above is the same property conveyed to the Grantor by deed recorded in Deed Book 720, Page 373.

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 Charles T. Cole Robert C. Hudnell (L. S.)

Witness Susan Jackson \_\_\_\_\_ (L. S.)

Dated at: Greenville, S.C.  
2-7-74  
 Date

State of South Carolina  
 County of Greenville  
 Personally appeared before me Charles T. Cole, Jr who, after being duly sworn, says that he saw  
 the within named Robert C. Hudnell sign, seal, and as their  
 act and deed deliver the within written instrument of writing, and that deponent with Susan Jackson  
 witnesses the execution thereof.

Subscribed and sworn to before me  
 this 7<sup>th</sup> day of February, 1974  
Pat C. Headhart \_\_\_\_\_  
 (Witness sign here)

Notary Public, State of South Carolina  
 My Commission expires at the will of the Governor

20268  
 RECORDED FEB 14 '74

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