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REAL PROPERTY AGREEMENT

In consideration of such loans and indebtedness as shall hereinafter arise or come due to THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON (hereinafter referred to as "Bank"), it is from the undersigned jointly or severally, and until all of such loans and indebtedness have been paid in full, or until twelve months following the death of the last survivor of the undersigned, whichever first occurs, the undersigned, jointly and severally, promise attorney:

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 the erection of a partition wall or fence or otherwise other than those presently existing, to erect or maintain any building, structure, fence or enclosure, upon or about the real property described below, or any interest therein, or any leases, assignments, subleases or other conveyances relating to said premises; and
 3. The property referred to in the instrument described below: All that lot of land in the County of Greenville, State of South Carolina, being a portion of Lot No. 26 on a plat of McGaughy's, division, recorded in Plat Book "J" at Page 5th of the RMS office for Greenville County, S.C. & according to said plat & a recent survey made by R.W. Falton, Feb., 1964, the following metes and bounds, to-wit: Beginning at an iron pin on the southwest side of Piedmont Ave., the said front corner of Lots Nos. 25 & 26; thence with the joint line of said lots, S. 13-02 W. 150 ft. to an iron pin; thence with a new line through Lot # 26, N. 59-50 W. 111.25 ft. to an iron pin on the west side of Piedmont Ave.; thence with the southeast side of Piedmont Ave. S. 57-58 E. 100 ft. to the beginning corner. This being the identical property conveyed to the present Grantor by Deed from C. L.E. Trammell dated March 4, 1964, & recorded in the RMS Office for Greenville County in Book 734 at page 539.

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 in due time or 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 property to the Bank and agrees that in case of insolvency, 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 require.
 6. Upon payment of all indebtedness to the undersigned, this instrument shall be and become void and of no effect, and until then it shall apply to and bind the undersigned in their legal capacities, successors, administrators, executors, successors and assigns, and insure to the benefit of Bank and its assigns and successors. The affidavit of any officer or department manager of Bank showing any part of said instrument to have been signed shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this agreement and its provisions, and no one so authorized to sign theron.

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W. H. D. ALLING, JR., *Editor*

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Digitized by srujanika@gmail.com

With a slight tinge.

Franklin U. Sates (L. S.)

Dated at: South Carolina National - Penwell Office

Nov. 3, 1916

State of South Carolina

Summary of Results

Personally appeared before me, John J. Coughlin, Notary Public, after being duly sworn, says that he saw the within named John J. Coughlin and John J. Coughlin sign, seal, and as their act and deed deliver the within instrument of writing, and that I present with John J. Coughlin John J. Coughlin witnesses the execution thereof.

Subscribed and sworn to before me
this _____ day of _____ 18____

John F. Muller, III

Notary Public, State of South Carolina
My Commission expires at the end of the year.

RECORDED NOV 9 '76 At 3:49 P.M.

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