Lender's Address: South Carolina National

F. O. Fox 969

29602

## TANGER 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
- 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, on the south side of Senator Pettus Ave. and being known and designated as Lot No. 68 on Map No. 2 of Sans Souci Hgts. recorded in the RMC Office for Greenville County in Plat Book "Z", at Page 53 and having according to said plat, the following metes and bounds, to-wit: Beginning at an iron pin on the southern side of Senator Pettus Ave. at the joint front corner of Lots Nos. 67 and 68 and running thence along said Avenue S. 69-48 W. 30 feet to an iron pin; thence continuing with said Ave. N. 79-32 W. Whi feet to an iron pin; thence along the line of Lot No. 69 S. 11-12 W. 92.5 to an iron pin; thence S. 77-38 E. 94 feet to an iron pin; thence along the line of Lot No. 67 N. 0-32 E. 113 feet to the point of beginning. The above is the same property conveyed to the grantor b y deed recorded in the RMC Office for Greenville County in Deed Book 687, Page 79.
  - 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, 7 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.
  - 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 B. Mars Ress	X Mary J. Eller (L. S.)
3 Witness Billy Juina	(L. S.)
Dated at: Breen Cu	
Nov. 11, 1471 Date	
State of South Carolina	
County of Durie Co	442
Personally appeared before me B Philips Pressi	who, after being duly sworn, says that he saw
the within named Naca J. E. Cle-	sign, seal, and as their
act and deed deliver the within written instrument of writing, and	that deponent with Betty France
witnesses the execution thereof.	(Witness)
Subscribed and sworn to before me	
	La transfer of the state of the
this $\frac{11}{2}$ day of $\frac{19 \times 22}{2}$ , $19 \times 22$	5 1845 1825 C
Marin C Dukin	(Witness sign here)
Notary Public, State of South Carolina	

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