

8839

REAL ESTATE PROPERTY AGREEMENT  
GREENVILLE CO. S.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, hereby 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 certain piece, parcel or lot of land situate, lying and being on the northern side of Hiwassee Drive in the County of Greenville, State of S.C. being a portion of lot 21 of Indian Hills Subdivision as the same appears on a plat thereof recorded in the RMC Office for Greenville County in Plat Book QQ Page 11, and also being shown on a plat entitled Property of Clifton Wynn, By Webb Surveying and Engineering Company, recorded in the RMC Office for Greenville County in plat Book L-L, Page 71-b and having according to said plat the following metes and bounds, to-wit: BEGINNING at an iron pin on the northern side of Hiwassee Drive at the joint front corner of lots 22 and 21, and running thence with the corner line of said lots north 24-5/8 west 175 ft.; thence north 65-06 east 155ft. thence south 53 east 176.1 ft. to an iron pin on the northern side of Hiwassee Dr.---

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 Jenny Montgomery x Norman R. Sorrow (L.S.)  
Witness J. Ann Martin x Wilda V. Sorrow (L.S.)

Dated at: SCN Bank ( Berea Office)

3/15/78  
Date

State of South Carolina

County of Greenville

Personally appeared before me Jenny Montgomery (Witness) who, after being duly sworn, says that he saw the within named Norman R. Sorrow and Wilda V. Sorrow (Borrowers) sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with J. Ann Martin (Witness)

witnesses the execution thereof.

Subscribed and sworn to before me

this 15th day of March, 19 78

Jenny Montgomery  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor  
COMMISSION EXPIRES APRIL 2, 1982

Jenny Montgomery  
(Witness for here)

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