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13 2 52 PH REAL PROPERTY AGREEMENT

Lender: South Carolina National Bank P.O. Box 969

Greenville, S.C. 29602

val 1083 no. 499

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 on the south side of Augusta Court in the County of Greenville, State of South Carolina, and being known and designated as Lot No. 1 on plat of the property of Hohn L. Crawford made by J,C. Hill on March 20, 1953, recorded in the R.M.C. Office for Greenville County in Plat Book DD at Page 117, and having the following metes and bounds, to-wit:

Beginning at an iron pin on the south side of Au&usta Court, joint front corner of Lots 1 and 2 and running thence with the common line of said lots S 9-26 W 135 feet to an iron pin; thence S 71 E 123.3 feet to an iron pin; thence N 13-43 W 176.8 feet to an iron pin on south side of Augusta Court; thence along the south side of Augusta Court S 89-28 W 51.8 feet to beginning corner. This is the same property as conveyed to the Grantor by deed recorded in the R.M.C. Office for G'ville Co. by deed recorded in Deed Book 611 at Page 146.

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 impaid 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.

Bitness Stelly P. Chriscie	- Merin Ray Harry a.s.)
Dated at: South Carolina National Bank	
July 13, 1978  Date	
State of South Carolina	
County of Greenville	control of the d
Personally appeared before the	abo, after being duly swom, says that he saw
the within camed Wesley Ray Harry	Timess) sign, seal, and as their
3	Shelby Chriscoe
act and deed deliver the within written instrument of ari	iting, and that depreent with
witnesses the execution thereof.	
Subscribed and sworn to before me	
this 13 day of July . 19 78	and the second
Camitalds	(Bringen sign bere)
Notary Public, State of South Carolina	
My Commission expires at the will of the Governor	
40.1-1	Recorded July 19, 1978 at 3:52 P/A 1()

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