800k 752 rang 369

REAL 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 certain piece, parcel or lot of land situate, lying and being on the Southwestern side of Cottingham Street near Monaghan Mills in the County of Greenville, State of South Carolina, being known and designated as Lot No. hó as shown on a plat entitled "Monaghan Subdivision, Greenville, S. C." made by Piedmont Engineering Service, Greenville, S. C., August 9, 195h, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book GG at pages 86 and 87, and having according to said plat the following metes and bounds: Beginning at an iron pim on the Southwestern side of Cottingham Street at the joint front corner of Lots Nos. hó and h7, and running thence with the common line of said two lots S. hl-56 W. 173.h feet to an iron thence N. 51-32- W.70.l feet to an iron pin at the joint rear corner of Lots Nos. hó and h6; thence with the common line of said two lots N. hl-56 E 177.6 feet to an iron pin on the Southwestern side of Cottingham Street; thence with the Southwestern side of Cottingham Street; thence with the Southwestern side of Cottingham Street S. h8-Oh E. 70 feet to the point of beginning. This is the identical property conveyed to George E. Griffin and Wary M. Griffin by deed of J. P. Stevens & Co., Inc., dated October 20, 195h, and recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 510 at page hhl. All the right, title and interest of the said George E. Griffin was conveyed to the mortgagor herein by deed dated December 31, 1955, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 5h2, at page 30.

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.

Dated at:	
Date	
State of South Carolina	
Personally appeared before me (Witness) the within named 12 C 1 May 1'	
witnesses the execution thereof.	
Subscribed and sworn to before me this 3 day of	

Recorded July 6, 1964 At 9:30 A.M. # 1005

dest hereby seemed to BAID in full and the

My Commission expires at the will of the Governor

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DAY OF AM. 10 6.5

R M C. FOR GREENVILLE COUNTY, S. C.