

MAR 23 3 38 PM '71
OLLIE FARNSWORTH
R. M. C.

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Return To:
South Carolina National Bank
Greenville, S. C.

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 lot of land with improvements situate at the Southeastern intersection of Alice Farr drive with Tucson Drive in Greenville County, South Carolina, being shown and as Lot No. 126 on a Plat of Sections I and II of Western Hills made by Jones & Sutherland, Engineers, dated August 1959, and recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book QQ, at Pages 98 and 99, reference to which is hereby craved.

The above described property is the same conveyed to the Grantor herein by Deed of Henry C. Harding recorded in the R. M. C. Office for Greenville County, South Carolina, in Deed Book 693, Page 85, and is hereby conveyed subject to utility rights-of-way and building restriction of public record and to the building set-back line shown on the recorded Plat.

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 Louise Wade Willis M. Phillips (L. S.)
 Witness Jeanne Duke Harriett Phillips (L. S.)

Dated at: Greenville, S.C.
3-16-71
Date

State of South Carolina

County of Greenville

Personally appeared before me Jeanne Duke (Witness) who, after being duly sworn, says that he saw the within named Willis M. Phillips and Harriett Phillips (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Louise Wade (Witness) witnesses the execution thereof.

Subscribed and sworn to before me

this 16 day of March 1971

William V. Martin
Notary Public, State of South Carolina
My Commission expires 12-16-80

Jeanne Duke
(Witness sign here)

50-111

Recorded March 23, 1971 At 3:38 P.M. # 22088

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 38 PAGE 306

SATISFIED AND CANCELLED OF RECORD
27th DAY OF May 1976
Donnie S. Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 3:02 O'CLOCK P. M. NO. 30778