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## REAL PROPERTY AGREEMENT

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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 twentyone 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
- The property referred to by this agreement is described as follows: All that parcel of tract of land in Chick Springs Township of Greenville County, South Carolina, located about two miles north from Taylors, lying on the south side of a road that leads from the St. Mark Road to the Old Ried School Community, bounded on the north by said road, on the east and south by Eertha Ferguson Estate lands, and on the south and west by the J.W. Greer Estate lands, being shown on a plat made for George Copeland by C.C. Jones, C.E. dated August 30, 1960, and having the following courses and distances: Reginning on an iron pin on the south side of said road, said road being shown as Chick Eprings road"on said plat, and runs thence with the line of the Ferguson property, S.16-20 W. 476.6 fe t to an iron pin on the Greer line, thence with the line of the J.m. Greer land, N.22-55W.562 feet to an iron pin on the north side of said road, thence with the mar-ginof said road; thence 5.73-11 E. 100 feet and 5.65-05 E 268.5 feet to the beginning 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 nerson may and is hereby authorized to rely thereon.

Witness Kul a attern	Darsh J. Cyrland. (L. S.)
Dated at: Greenville, S.C.	ν'
2-18-77	
Date	

State of South Carolina
County of Greenville
Personally appeared before me / Kerry Harry who, after being duly sworn, says that he saw
the within named George Copeland and Sarah L. Copeland sign, seal, and as their
(Bottowers)
act and deed deliver the within written instrument of writing, and that deponent with
witnesses the execution thereof.
Subscribed and sworn to before me
this 18 day of February 19 77
(Witness sign here)
fulle XIIIC
Notary Prolic, State of South Carolina My Commission expires at the will of the Governor
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(CONTINUED ON NEXT PAGE)

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