

9671

Lender: South Carolina National Bank  
P. O. Box 969  
Greenville, S. C. 29602

FILED  
GREENVILLE, S. C.  
REAL PROPERTY AGREEMENT  
SEP 17 3 19 PM '79

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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") for 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 lying in the State of South Carolina, County of Greenville, shown as Lot 199 on plat of Devenger Place, Section 9, recorded in Plat Book 6H at page 71 and having such courses and distances as will appear by reference to said plat.

Being a portion of the property conveyed by Bankers Trust of South Carolina as Executor and Trustee under the Will of Fred H. Hudson, recorded September 26, 1978 in Deed Book 1088 at page 618.

The above conveyance is subject to all rights of way, easements and protective covenants appearing upon the public records of Greenville County.

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 Deborah Whitfield \_\_\_\_\_ (L. S.)  
 Witness Debbie Barton \_\_\_\_\_ (L. S.)  
 Witness Thomas M. Duvall \_\_\_\_\_ (L. S.)  
 Witness Linda J. Duvall \_\_\_\_\_ (L. S.)

Dated at: Greenville, S.C.  
9-17-79  
Date

State of South Carolina  
County of Greenville

Personally appeared before me Deborah Whitfield who, after being duly sworn, says that he saw the within named Thomas M. Duvall and Linda J. Duvall sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Debbie Barton witnesses the execution thereof.

Subscribed and sworn to before me  
this 17 day of September, 1979

Deborah J. Whitfield  
Notary Public, State of South Carolina Sept 1, 1966  
My Commission expires at the will of the Governor

Deborah Whitfield  
(Witness sign here)

RECORDED SEP 27 1979  
59-111 at 3:19 P.M.

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