GPT : TO SPEAL PROPERTY AGREEMENT

BOOK 1154 PAGE 572

In consideration, of such loans and identificens 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, foldly 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
- 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 lot of land lying in the state of SC, County of Greenville, Oaklawn Township, at the northwestern corner of the intersection of Augusta Road(also know as US Highway No. 25) and the Woodville-Pelzer Road, said lot being shown as a part of tract 6 on a plat of Woodville Farms mad by W. J. Riddle, Surveyor, June 1937, and being designated as a part of lot 1 on a plat of property of John E. and Josie Mae Galloway recorded in the RMC Office for Greenville County in Plat Book WW at page 289 and having according to a plat made by Carolina Engineering and Surveying Co., Feb. 2, 1966, the following courses and distances, to wit: Beginning at an iron pin at the northwestern corner of the intersection of Augusta Road and Woodville-Pelzer Road and running thence

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.

- 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:
State of South Carolina County of
witnesses the execution thereof.
Subscribed and sworn to before me this Hoday of March 1982 Witness sign here) Notary Public. State of South Carolina

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My Commission expires at the will of the Governor