

FILED  
GREENVILLE CO. S. C.

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Return No 73  
South Carolina National Bank  
Greenville

MAY 19 3:36 P.M.

REAL PROPERTY AGREEMENT

In consideration of (other) 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 piece, parcel or lot of land in County of Greenville, State of South Carolina, Greenville Township, on the North side of 20th Street, in Judson Mills No 2, Village, known and designated as Lot No Six (6) of Black "G" as shown on plat of Judson Mills Village No. 2 made by Dalton and Nives, Engineers, in March 1939, which plat is recorded in the R. M. C. Office for Greenville County in plat book "K" at pages 1 and 2, and having according to said plat the following metes and bounds, to wit: Beginning at an iron pin on the North side of 20th St., joint corner of lots 6 & 7, which iron pin is 209.5 ft. from the northwest corner of the intersection of 7th Ave., and 20th St., and running thence along line of Lot #7, N. 14-16 E., 137.2 ft. to an iron pipe in line of Lot #14; thence along line of lots 14 & 15, N. 86-51 W, 61.2 ft. to iron pipe, joint corner of Lots, 5 & 6 thence with the line of lot #5, S. 14-16 W., 125.4 ft. to iron pipe in the North side of 20th St. thence with 20th Street, S. 75-44 E. 60 ft to the beginning of plat.

If 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 Paul Holcomb, Jr. & Richard V. Shoov (L. S.)

Witness Gale Childers & Emma Jean Shoov (L. S.)

Dated at: Greenville, S. C.  
May 17 1971  
Date

State of South Carolina  
County of Greenville

Personally appeared before me Paul Holcomb, Jr. who, after being duly sworn, says that he saw the within named Richard V. Shoov & Emma Jean Shoov sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Gale Childers witnesses the execution thereof.

Subscribed and sworn to before me this 17 day of May, 1971  
Paul Holcomb, Jr.  
(Witness sign here)

Helen Baldwin  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor  
Recorded May 19, 1971 At 3:36 P.M. # 27652

FOR SATISFACTION TO THIS MORTGAGE SEE  
SATISFACTION BOOK 12 PAGE 565

SATISFIED AND CANCELLED OF RECORD  
2  
Dennie S. Stanley 73  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 4:37 O'CLOCK P M. NO. 18859