

FEB 28 3 59 PM '73

DONNIE S. TANKERSLEY
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 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 Bates Township Greenville County State of South Carolina near the town of Marietta containing two fifths of an acre more or less and having the following metes and bounds according to a plat of survey made by W. A. Hester August 14, 1939 to wit: Beginning at an iron pin at the corner of Midway Drive and Slater Mill Road and running thence with said Mill Road N 44-00 E. 100 Feet to an iron pin on Church Street thence with Church Street N. 4100 W 146 Feet to an iron pin thence S 4400 W 158 feet to an iron pin on Midway Drive thence with Midway Drive S 64-30E 150 Feet to Beginning corner The property described is all of the same conveyed to the grantor by deed of Charles E. Laws and Lucille Laws December 4, 1946 recorded in the RMC Office for Greenville County in Book 303 page 225

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 J. E. Mearns James D. Payne (L. S.)

Witness Sandra C. Bayne Gerardine Payne (L. S.)

Dated at: Greenville
Feb 23, 1973
Date

State of South Carolina
County of Greenville

Personally appeared before me J. E. Mearns who, after being duly sworn, says that he saw the within named Jane D. and Geraldine Payne sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Sandra C. Bayne witnesses the execution thereof.
(Borrowers) (Witness)

Subscribed and sworn to before me
this 23 day of Feb, 1973
J. E. Mearns
(Witness sign here)

Shirley C. Jackson
Notary Public, State of South Carolina
My Commission expires ~~at the will of the Governor~~

12-10-79
Real Property Agreement Recorded February 28, 1973 at 3:59 P. M., # 24336