

RECORDING FEE
PAID \$ 1.25

SEP 18 3 57 PM '73

GONNIE S. TANKERSLEY
R.M.C.

VOL 984 PAGE 307

REAL PROPERTY AGREEMENT

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 under signed, 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:

Beginning at an iron pin on the northeast side of Melendon Drive, the joint front corner of lots 103 and 104; thence with the joint line of said lots, N. 75-03 E. 130 feet to an iron pin; thence with a new line across Lot 103, N. 11-42 W. 80.1 feet to an iron pin in line of Lot No. 102; thence with the line of said Lot, S. 75-03 W. 134.5 feet to an iron pin on the northeast side of Melendon Drive; thence with the northeast side of said street, S 14-57 E. 80 feet to the beginning corner.

As a further part of the consideration for the within transfer, the grantee hereby assumes and agrees to pay the mortgage assumed by John S. Stoudenmire outstanding to C. Douglas Wilson & Co., which mortgage is recorded in the R.M.C. Office for Greenville County in Real Estate Mortgage Book 892 at Page 41, having a present balance of \$8,661.09. 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 Carol Douglas Julius C. Weems (U.S.)
Witness M. David Shuler Frances W. Weems (U.S.)

Dated at: Greenville, SC
Sept 11, 1973
Date

State of South Carolina

County of Greenville

Personally appeared before me Carol Douglas who, after being duly sworn, says that he saw the within named Julius C. Weems and Frances W. Weems sign, seal, and us their act and deed deliver the within written instrument of writing, and that deponent with M. David Shuler witnesses the execution thereof.

Subscribed and sworn to before me
this 11 day of Sept, 1973
Carol Douglas
Notary Public, State of South Carolina
My Commission expires at the will of the Governor
8-15-81

M. David Shuler
(Witness sign here)

80-111 Real Property Agreement Recorded September 18, 1973 at 3:57 P. M., # 8032

0307

4328 RV-2