

8749

Lender's Address: South Carolina National
P.O. Box 960
Greenville, S. C. 29602

REAL PROPERTY AGREEMENT

VOL 1079 PAGE 780

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 certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 172 of a subdivision of Sans Souci Heights Revised Map No. 5, which plat was prepared by C. O. Riddle, Engineer, December 1952 and recorded in the RMC Office for Greenville County in Plat Book BB at Pages 90 and 91, and having, according to said Plat, the following notes and bounds, to wit: Beginning at an iron pin on the northern side of Langston Dr., joint front corner of Lots 171 and 172 and running thence with the joint line of said lots, N. 21-06 W. 157.8 feet to an iron pin at the joint rear corner of Lots 171 and 172; thence with S. 68-54 W. 70 feet to an iron pin at the joint rear corner of Lots 172 and 173; thence with the joint line of said lots S. 21-06 E. 161.7 feet to an iron pin on the northern side of Langston Drive, joint front corner of lots 172 and 173; thence with the northern side of said

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.

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Witness John P. Mullins George W. Hollingsworth (L.S.)
 Witness Linda Craig Virginia W. Hollingsworth (S.)

Dated at: Greenville
Dec. 16, 1977
 Date

State of South Carolina
 County of Greenville

Personally appeared before me John P. Mullins, III who, after being duly sworn, says that he saw
 the within named George W. Hollingsworth + Virginia W. Hollingsworth sign, seal, and as their
 act and deed deliver the within written instrument of writing, and that deponent with Linda Craig
 witnesses the execution thereof.

Subscribed and sworn to before me
 this 16 day of Dec., 1977
Shuey C. Decker
 Notary Public, State of South Carolina
 My Commission expires at the will of the Governor
12-10-79

John P. Mullins III
 (Witness sign here)