

9235

SEP 21 3 32 PM '78

REAL PROPERTY AGREEMENT

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Lender's Address: South Carolina National P. O. Box 969 Greenville, S. C. 29602

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 Greenville County, State of South Carolina being known and designated as lot No. 11 and the Eastern part of lot number 10, as shown on two plats of Ethel Y. Perry Estate recorded in Plat Book B at page 33 and Plat Book R page 5, and according to a more recent plat made for Edgar Lee Hall, Jr., et al by Carolina Engineering & Surveying Co. dated 9-26-68, and having the following notes and bounds, to wit: Beginning at an iron pin on the Northeast side of Newland Ave., joint front corner of lots 11 & 12, which point is 109 ft. Northwest of the intersection of Newland Ave., and Perry Rd., and running thence along said Ave. N. 51-00 W 70.1 ft. to an iron pin in the front line of Lot No. 10, which pin is 10.1 ft. Northwest of the joint front corner of lots 10 & 11, and running thence through lot # 10, N 27-17 E., 61.4 ft. to an iron pin; thence N. 83-58 E. 90 ft. to iron pin; thence S. 33-30-E., 18 1/2 ft. to an iron pin at the joint rear corner of lots 11 & 12, thence with the joint-line of said lots S. 36-00 W. 113 ft. to the beginning corner. This is the same conveyed to Ralph E. Fagan by [unclear] 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.

GCTO SE21 78 1947

Witness John P. Mullin, III (X) Eddie L. Hall (L.S.)
Witness Donna D. Brewer (X) Pat Hall (L.S.)

Dated at: Greenville
9-11-78
Date

State of South Carolina
County of Greenville

Personally appeared before me John P. Mullin, III (Witness) who, after being duly sworn, says that he saw the within named Eddie L. and Pat Hall (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Donna Brewer (Witness) witnesses the execution thereof.

Subscribed and sworn to before me
this 11 day of Sept, 1978
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

John P. Mullin, III (Witness sign here)

(CONTINUED ON NEXT PAGE)