GRI FILED CO. S. C.

BOD 1145 0 8 521

4 26 PH 18 REAL PROPERTY AGREEMENT

In consideration of such loaks and indebtedness as shall be made by or become due to THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON (hereign per 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
- All that lot of land situate on the southwestern side of Craine Ave. in the County of Greenville, State of South Carolina being shown as lot No. 16 on a plat of Monaview Subdivision, dated May 31, 1971, prepared by 0.0. hiddle, recorded in Mat Book 4N at Page 19 in the AMC Office for Greenville County and having according to said plat the following metes and bounds to wit: Beginning at an iron pin on the southwestern side of Crane Ave. at the joint front corner of lot 15 and lot 16 and running thence with lot 15 5 35-45 W 150 feet to an iron pin at the joint rear corner of lot 15 and lot 16; thence N 54-15 W 75 feet to an iron pin at the joint rear corner of lot 16 and lot 17, thence with lot 17 N 35-45 E 150 feet to an iron pin on Craine Ave; thence with said Ave. S 54-15 E 75 feet to the point of beginning This is the same property conveyed to the Grantors by deed

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 inute to the benefit of Bank and its successors and assigns. The affidavit of any officer or department manager of Bank showing any part of maid 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.

Jandes C. Bayne Wil	llian R. tox (1.5.)
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Dotes of Hundle	
3-27-81 Date	
State of South Carolina County of Alexandle Personally appeared before no Sanda C Bangne	Abo, after teing duly sworn, says that he saw
the within ramed William R. Tod and Mel	under K Fox sign, seal, and as their
witnesses the execution thereof.	
1 Januar & Seconson	C Barrer
A Rotary Public. State of South Calolina Thy Commission expires at the will of the Covernor October 5 1989 (CONTINUED ON NEXT	PLCD

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