

REC PAID \$ 125 AUG 25 1975

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BOOK 54 PAGE 543 VOL 1023 PAGE 170

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 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 lot of land lying, being and situate in Chick Springs Township, County and State aforesaid, being known and designated as Lot No. Forty-eight (48) in which is known as Lake View Heights, property of Mrs. Bessie and I. M. Wood Estate, shown on a subdivision and plat of same made by H. S. Brockman, Reg. Surveyor, dated Nov. 2, 1959, which plat has been recorded in the R. M. C. Office for said County in Plat Book RR, page 19. This is the same property which was conveyed to William D. Waters and Elizabeth G. Waters by James O. Bennett and James K. Smith by deed recorded in the said office in Deed Book 798, page 238. William D. Waters conveyed to grantor herein a one-half undivided interest in the above described property by deed recorded in the said office in Deed Book 898, page 443.

The above lot is subject to the Protective Covenants applicable to all the lots in this subdivision known as Lake View Heights, near Greer, S. C. which are of record in the said office in Deed Book 645, page 437.

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.

GREENVILLE CO. S.C. FILED JAN 18 4 00 PM '78

Witness [Signature] (L. S.)

Witness [Signature] (L. S.)

SPARTANBURG, S. C. AUG 18 1975

LIEN SATISFIED RELEASE AUTHORIZED THE SOUTH CAROLINA NATIONAL BANK

A. V. P. 2112

DATE September 1, 1977

WITNESS Wanda Burdette

JAN 18 1978 SPARTANBURG, S. C.

Personally appeared before me A. W. Hill, Jr. who, after being duly sworn, says that he saw the within named Darrell Lee Durham and Janice K. Durham sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Jeanne F. McKim witnesses the execution thereof.

Subscribed and sworn to before me this 18th day of August, 1978

[Signature] (Witness sign here)

Notary Public, State of South Carolina My Commission Expires 10-16-79

RECORDED AUG 25 '75 At 2:30 P.M. # 4990

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