

51
80
20

FILED

REAL PROPERTY AGREEMENT

Vol 1036 Page 355
BOOK 67 PAGE 285

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 twentyone 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 in Greenville County, State of South Carolina, on the southwestern side of Roberta Drive, near the City of Greenville, being shown as lot 65 on Plat No. 3 of Cherokee Forest, recorded in Plat Book QQ at Pages 36 and 37, in the RMC Office for Greenville County, and according to said plat described as follows: BEGINNING at an iron pin on the southwestern side of Roberta Drive, and running thence with the curve of said Drive, the chords of which are S. 12-10 E. 28 feet, S 22-50 E. 27.1 feet and S 36-46 E. 60.2 feet to iron pin at the corner of lot 64; thence with the line of said lot S. 16-44 W. 220.6 feet to iron pin; thence N. 73-45 W. 146 feet to iron pin at corner of lot 66; thence
(over)

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 Louis R. Graham W. Harold Estes (L. S.)
 Witness Doris C. Heller Doris C. Heller (L. S.)

Dated at: May 13, 1976
Belton, S. C.
 Date

State of South Carolina
 County of Anderson

Personally appeared before me Louis R. Graham (Witness)
 the within named W. Harold Estes & Sue C. Estes (Borrowers) who, after being duly sworn, says that he saw
 act and deed deliver the within written instrument of writing, and that Doris C. Heller (Witness) sign, seal, and as their
 witnesses the execution thereof.

Subscribed and sworn to before me
 this 13th day of May 1976
Doris C. Heller
 Notary Public, State of South Carolina
 My Commission expires ~~XXXXXXXXXXXX~~
Nov. 20, 1979

P A T T
 JUN - 1976
 National Bank
 10 BELTON, S. C.
Louis R. Graham
 (Witness sign here)

(CONTINUED ON NEXT PAGE)

4328 RV-2