

1.23  
X X JAN 14 1963

17727 BOOK 714 Page 277

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:

That tract of land in Grove Township, Greenville County, South Carolina, adjoining property of Sandy Springs Church and containing 29.24 acres, according to a survey by W. J. Riddle, September 12, 1935. This being the first tract of land described in that deed from John A. (J. A.) Babb to J. Herman Campbell, Jr. dated January 16, 1942 and recorded in the R. M. C. Office for Greenville County, S. C. in Deed Book 241, Page 287.

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 Patrick C. Fant

J. Herman Campbell, Jr. (L. S.)

Witness Patrick C. Fant, Jr.

Frances C. Campbell (L. S.)  
Frances C. Campbell

Dated at: Greenville, S. C.

January 14, 1963

Date

State of South Carolina

County of Greenville

Personally appeared before me Patrick C. Fant who, after being duly sworn, says that he saw

the within named J. Herman Campbell, Jr. and Frances C. Campbell sign, seal, and as their

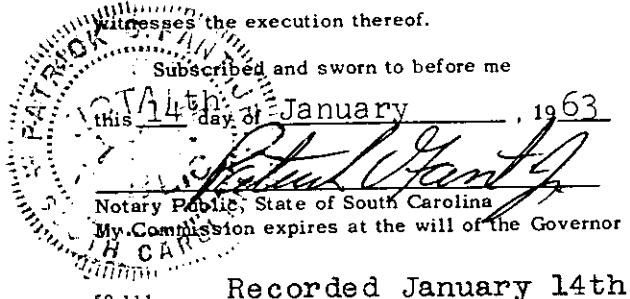
act and deed deliver the within written instrument of writing, and that deponent with Patrick C. Fant, Jr.

witnesses the execution thereof.

Subscribed and sworn to before me

this 14th day of January, 1963

Patrick C. Fant  
(Witness sign here)



50-111

Recorded January 14th, 1963 at 10:10 A. M. No. 17727

Cancelled  
Dennis S. Baker  
R.M.C.  
Book 151 Page 288  
3-22-94

JAN 14 10 10 AM 1963  
OLIE FANTWORTH  
R.M.C.

GREENVILLE COUNTY