

REAL PROPERTY AGREEMENT

BOOK 784 PAGE 436

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 one (1) acre, more or less, of land in Dunklin Township, Greenville County, State of South Carolina, and having the following metes and bounds; BEGINNING at a point on the Eastern boundary line of A. B. Wooten's land and the center of the Holliday Dam Road, said beginning point being 471' northerly from the SE corner of lands of A.B. Wooten; said lot to be 210' square with parallel lines, and bounded on the west and north by lands of A. B. Wooten; on the South by the Holliday Dam Road (land formerly belonging to the grantor); on the East by the Eastern margin of A. B. Wooten's land. This being the same property Mortgagor herein received from A. B. Wooten by deed dated December 1, 1959, same being duly of record in the RMC for the County of Greenville, South Carolina Deed Book 670, at Page 295. 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 (see back) 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 Betty Carwile Samuel Boyd Wooten (L. S.)
 Witness Linda Fleming Ann C. Wooten (L. S.)
 ANN C. WOOTEN

Dated at: Belton, S.C.
Oct. 8, 1965
 Date

State of South Carolina
 County of ANDERSON

Personally appeared before me Betty Carwile (Witness) who, after being duly sworn, says that she saw the within named Samuel Boyd Wooten and Ann C. Wooten (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Linda Fleming (Witness) witnesses the execution thereof.

Subscribed and sworn to before me
 this 8th day of October, 19 65
Doris C. Heller (Witness sign here)
 Notary Public, State of South Carolina
 My Commission expires at the will of the Governor

All that piece, parcel or lot of land in Greenville County, State of South Carolina, situate, lying and being on the northern side of Holiday Dam Road and being known and designated as Lot No. 5 on a plat of the land of the Estate of A. B. Wooten recorded in the R. M. C. Office for Greenville County in Plat Book RR, at Page 72, and according to said plat, having the following metes and bounds, to-wit: BEGINNING at a point in the center of Holiday Dam Road, said point being the joint front corner of Tracts Nos. 4 and 5 and running thence N30-45 W. 1076.5 feet to a point; thence N.68-15 E. 518.5 feet to a point; thence S. 31-00E. 838 feet to a point; thence S.65-30W. 210 feet to a point; thence S. 31-00 E. 210 feet to a point in the Holiday Dam Road; thence with said Holiday Dam Road S. 65-30 W. 310 feet to the point of beginning, containing 11.69 acres. This being the same property mortgagor herein received from Ethel M. Wooten, et al by deed dated July 27, 1964, same being duly of record in the Office of the R. M. C. for the County of Greenville, State of South Carolina in Deed Book 754, at Page 159.

Recorded October 26th., 1965 At 9:30 A.M. # 12883

SATISFIED AND CANCELLED OF RECORD
23rd DAY OF June 1972
Ollie Samuels
 R. M. C. FOR GREENVILLE COUNTY, S. C.
 AT 11:30 O'CLOCK A M. NO. 35128