

REAL PROPERTY AGREEMENT

23-116

In consideration of such loans and indebtedness 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:

Beginning at a point at the joint intersection of Lots 64 and 63 with the right-of-way of Cunningham Rd. and running thence with the joint lines of Lots 63 and 64 S. 77-14W. 187.0 feet to a point at the intersection of the joint rear corner of Lots 64 and 63 with the rear lot line of Lot 39; turning and running thence S. 14-05E. 25 feet with the joint rear lines of Lots 64 and 39; thence turning and running with the joint rear line of Lots 38 and 64 S. 26-33E. 135 feet to a point at the intersection of the right of way of Old Spartanburg Rd. with the joint corner of Lots 38 and 64; thence turning and running with the right of way of Old Spartanburg rd. N. 73-27 E. 135 ft to a point; thence turning and running with a curve of the right of way of Old Spartanburg Rd. and Cunningham Rd., the chord of which is N. 29-10 E. 36.3 ft to a point; thence continuing with the right of way of Cunningham Rd. N. 15-08W. 121.3 ft. to the point of beginning.

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 W. L. Henderson

Betty M. Ergle (L. S.)

Witness Gail Lawter

John Q. Ergle (L. S.)

Dated at: Greenville
4-16-70
Date

State of South Carolina

County of Greenville

Personally appeared before me W. L. Henderson who, after being duly sworn, says that he saw

the within named Betty M. Ergle and John Q. Ergle sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with Gail Lawter

witnesses the execution thereof.

Subscribed and sworn to before me
this 16th day of April, 1970

W. L. Henderson
(Witness sign here)

Gail Lawter
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

12-10-79