

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 34 PAGE 85

Shannie S. Tankersley R. M. C. FOR GREENVILLE COUNTY S. C. AT 3:09 O'CLOCK P. M. NO. 11337

FILED GREENVILLE CO. S. C.

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South Carolina National Bank Greenville, S. C.

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 piece, parcel or lot of land in Greenville County, State of South Carolina, being known and designated as Lot #125 on Map #2 of Camilla Park, recorded in the R.M.C. Office for Greenville County in Plat Book # at page 85 and having according to said plat the following metes and bounds, to-wit: Beginning at an iron pin on the eastern side of Mary Street, which said iron pin is 70 feet South of the intersection of Frances Avenue and Mary Street, at the joint front corner of lots #125 and 126, and running thence with line of lot #126, S. 85-11 E. 277.4 feet to iron pin; thence S. 11-02 E. 80.5 feet to iron pin, joint rear corner of lots 124 and 125; thence with line of lot #124, N. 85-11 W. 216 feet to an iron pin on Mary Street; thence with said Mary Street N 4-39 W. 80 feet to the beginning corner; being the same land conveyed to Charlie P. Dilworth, Jr. by W. H. Harmon, Jr. and Elizabeth Harmon by deed dated May 9, 1956, recorded in Book of Deeds 552, at page 57, in the office of the Register of Deeds for Greenville County, South Carolina.

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 Jerry D. Montgomery David C. Ellison (L. S.)
Witness Dorothy A. Hone Joyce H. Ellison (L. S.)

Dated at: Mauldin
9/15/70
Date

State of South Carolina
County of Greenville

Personally appeared before me Jerry D. Montgomery who, after being duly sworn, says that he saw the within named DAVID C. ELLISON and Joyce H. Ellison sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Dorothy A. Hone witnesses the execution thereof.

Subscribed and sworn to before me
this 22 day of September, 1970

Dorcas H. Binder
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

Jerry D. Montgomery (Witness sign here)

Recorded September 24th, 1970 at 3:56 P.M. #7322