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REAL PROPERTY AGREEMENT

South Carolina National Bank
Greenville, S. C.

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: Beginning at an iron pin on the southern side of North Street at the joint front corner of Lots 9 and 10 and running thence with the joint line of said lots, S. 21-25 W. 152.4 feet to an iron pin at the joint corner of Lots 9, 10, 17 and 18 and running thence with the line of Lot 18, N. 69-17 W. 85.1 feet to an iron pin on the eastern side of Waldrop Street; running thence with the eastern side of Waldrop Street, N. 9-41 E. 162.5 feet to an iron pin at the corner of Waldrop Street and North Street; running thence with the southern side of North Street, S. 65-51 E. 118.3 feet to the point of beginning; being the same conveyed to us by deed dated March 19, 1966 and recorded to Deed Vol. 795 at Page 197.

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 R. Reggie Ridgway H. Elliott (L. S.)

Witness Leigh Carter W. Geraldine P. Miller (L. S.)

Dated at: Hampton Sayers office of S.C.A.
2-19-71
Date

FILED
GREENVILLE CO. S. C.
FEB 22 3 52 PM '71
OLLIE FARNSWORTH
R.M.C.

State of South Carolina

County of Greenville

Personally appeared before me R. Reggie Ridgway who, after being duly sworn, says that he saw the within named David E. Wilks (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Leigh Carter (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 19 day of Feb, 1971

Walter O. P. Luther
Notary Public, State of South Carolina
My Commission expires ~~at the will of the Governor~~
12-16-80

R. Reggie Ridgway
(Witness sign here)

Recorded February 22, 1971 At 3:52 P.M. # 19455

SATISFIED AND CANCELLED OF RECORD
11 DAY OF Oct 1985
Denise S. Sandowsey
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 4 O'CLOCK P M. NO 12722

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 91 PAGE 1444