

RECEIVED  
5 4 10 PM '71  
OLLIE FARNSWORTH  
R.M.C.

REAL PROPERTY AGREEMENT

Return To: VOL 922 PAGE 177

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: All that certain piece, parcel or lot of land, situate, lying and being on the southeastern side of Camelback Rd., in the County of Greenville, State of S.C., being known and designated as Lot 18 on plat of Unit One, Canterbury Hills, recorded in the RMC Office for Greenville County in Plat Book MM, at Page 150, and having according to said plat the following metes and bounds, to-wit: Beginning at an iron pin on the southeastern side of Camelback Rd. at the joint front corner of Lots 18 and 19 and running thence along the joint line of said Lots S. 43-06 E. 114.5 ft. to an iron pin, joint rear corner of lots 18 and 19; thence S. 46-34 W. 100 ft. to an iron pin, 114.5 ft. to an iron pin on the southeastern side of Camelback Rd.; thence along the said Rd. N. 46-34 E. 100 ft. to the point of beginning. This conveyance is made subject to such easements, rights of way and restrictions as appear of record or on the premises. This is the same property conveyed to the grantors herein by deed of Alfred C. Mann dated July 23, 1964, recorded in the RMC Office for Greenville County, S.C. in deed

Book 753  
Page 457

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 Julian S. Hawley (L. S.)  
Witness John S. Graham (L. S.)

Dated at Greenville  
7-30-71  
Date

State of South Carolina  
County of Greenville  
Personally appeared before me John S. Graham (Witness) who, after being duly sworn, says that he saw the within named Alfred C. Mann (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Julian S. Hawley (Witness) witnesses the execution thereof.

Subscribed and sworn to before me  
this 30 day of July, 1971  
John E. Conroy  
(Witness sign here)

Notary Public, State of South Carolina  
My Commission expires at the will of the Governor  
Real Property Agreement Recorded August 5th, 1971 at 4:10 P. M. #3752

50-111

CANCELLED AND CANCELLED BY DEGREE  
30th DAY OF July 1971  
Hannie S. [Signature]  
R. M. E. FOR GREENVILLE COUNTY, S.C.  
AT 4:20 O'CLOCK P.M. NO. 16737

FOR SATISFACTION TO THIS MORTGAGE SEE  
SATISFACTION BOOK 62 PAGE 838