

GREENVILLE, S. C. VOL 923 PAGE 271
 AUG 20 4 01 PM '71
 R.M.C. OFFICE

Return To:
 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 piece, parcel or lot of land situate, lying and being in the County of Greenville, State of S. C. being known and designated as Lot #58, Heathwood Subdivision, plat of which is recorded in the R. M. C. Office for Greenville County in Plat Book "KK" at Page 35 and having the said plat, the following metes and bounds, to-wit: Beginning at an iron pin on the southern side of E. Heathwood Dr, joint front corner of Lots Nos. 57 & 58 and running thence along the common line of said lots S. 9-54 W. 200.7 feet to an iron pin; thence across the rear line of Lot No 5 N. 80-06 W 105 feet to an iron pin; thence with the common line of Lots Nos 58 & 59 N. 9-54 E 209.2 feet to an iron pin on the southern side of E. Heathwood Dr. thence with the southern side of said Drive S. 75-29 E. 4 feet to an iron pin, the point of beginning. The above is the same property conveyed to the grantor by deed dated January 9, 1967 and recorded in the R.M.C. Office for Greenville County in Deed Book 812 at page 575. This conveyance is made 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 on the premises to the Bank and holds that any Judge or Justification may, at chambers or otherwise, appoint an officer for Greenville County, 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 Paul Holcomb, Jr. George F. Rogan (L. S.)
 Witness Marie A. Pickley Janice C. Rogers (L. S.)
 Dated at: Greenville, S. C.

Aug. 13, 1971
 Date

State of South Carolina
 County of Greenville

Personally appeared before me Paul Holcomb, Jr. who, after being duly sworn, says that he saw the within named George F. and Janice C. Rogers sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Marie A. Pickley witnesses the execution thereof.

Subscribed and sworn to before me
 this 13th day of August, 1971
Henry Baerlein
 Notary Public, State of South Carolina
 My Commission expires at the will of the Governor

Paul Holcomb, Jr.
 (Witness sign here)

Recorded August 20, 1971 At 4:01 P.M. # 5408

SATISFIED AND CANCELLED OF RECORD
 7th DAY OF June 1972
Marie A. Jan Baerlein
 R. M. C. FOR GREENVILLE COUNTY, S. C.
 AT 4:00 O'CLOCK P. M. NO. 33368

FOR SATISFACTION TO THIS MORTGAGE SEE
 SATISFACTION BOOK 132 PAGE 93