

REAL PROPERTY AGREEMENT

OCT 11 3:42 PM '71

In consideration of such loans and indebtedness as shall be made by or become due to THE SOUTH CAROLINA NATIONAL BANK OR 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 with all improvements thereon, situate, lying and being in the state of S.C., county of Greenville, near the city of Greenville, on the southwestern side of Duncan Chapel Rd., being shown as Lot # 24, on plat of property of P.L. Bruce prepared by Dalton & Neves, dated Fed. 1956 recorded in plat book EE page 22 and having according to said plat the following metes and bounds, to-wit: Beginning at an iron pin on the southwestern side of Duncan Chapel Rd., which pin is 332.7 ft. northwest of the intersection of said Road with Perry Rd., and running thence with the southwestern side of Duncan Chapel Rd. N. 39-03 W. 90 ft. to an iron pin at the front corner of Lot # 23; thence with the line of said lot S. 50-57 W. 200 ft. to an iron pin; thence S. 39-03 E. 90 ft. to an iron pin at the rear corner of Lot # 25; thence with the line of said lot N. 50-57 E. 200 ft. to the beginning corner. This is the identical property conveyed to grantor by P.L. Bruce by deed

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.

See Over

Witness Julian Hawley R. J. Charleston (L. S.)

Witness J. E. Howard William Mac Charleston (L. S.)

Dated at: Greil
10/11/71
Date

State of South Carolina
County of Greil
Personally appeared before me J. E. Howard who, after being duly sworn, says that he saw the within named R. J. Charleston and William Mac Charleston sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Julian Hawley witnesses the execution thereof.

Subscribed and sworn to before me
this 6th day of October, 19 71
Joe E. Conroy
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

50-111
12-10-79

recorded March 14, 1948 in volume 594 page 338 of the RMG Office for Greenville County. The grantees herein assume and agree to apy that certain mortgage given by grantor to Fidelity Federal Savin's & Loan Association in the amount of \$9,000. recorded March 14, 1958, in volume 740 page 552 of the RMG Office for Greenville County.

Real Property Agreement Recorded October 11, 1971 at 3:42 P. M., #10482

8:5-96437

Return To:
South Carolina National Bank
Greenville, S. C.