

REAL PROPERTY AGREEMENT

OLLIE FARNSWORTH

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 in the County of G'ville, St. of S. C., situate, lying and being on the western side of W. Dorchester Blvd., being known and designated as Lot 162 on a plat of Belle Meade Subdivision, said plat being recorded in Plat Book GG, Page 95, R.M.C. Office for G'ville County, and having, according to said plat, the following metes and bounds, to-wit: BEGINNING at an iron pin on the western side of W. Dorchester Blvd., joint front corner of Lot 161 and Lot 162, and running thence with the common line of said lots S. 83-16 W. 125 ft. to an iron pin; thence with the rear line of Lot No. 162 N. 36-28 W. 80.7 ft. to an iron pin; thence with the common line of Lots Nos. 162 and 163 N. 83-16 E. 163 ft. to an iron pin on the western side of W. Dorchester Blvd.; thence with said Blvd. S. 6-44 E. 70 ft. to an iron pin, point of beginning. The above is the same property conveyed to the grantor by deed recorded in Deed Book 725, Page 159, R.M.C. Office for G'ville County. Said piece, parcel or lot of land is subject to protective covenants recorded July 30, 1954, and Nov. 9, 1954, in Book 505, Page 73, and 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.

Page 513,  
R.M.C.  
Office  
for  
G'ville  
County,  
all  
other  
rights of way and  
easements on record  
if any.

Witness Henry O. Robertson

Henry H. Bush (L. S.)

Witness Henry O. Robertson  
Gail B. Lawler

Annette A. Bush (L. S.)

Dated at: Greenville  
10-28-71  
Date

State of South Carolina  
County of Greenville

Personally appeared before me Henry O. Robertson (Witness) who, after being duly sworn, says that he saw the within named Henry H. Bush and Annette A. Bush (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Gail B. Lawler (Witness) witnesses the execution thereof.

Subscribed and sworn to before me  
this 28th day of October, 19 71

Henry O. Robertson  
(Witness sign here)

Gail B. Lawler  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor  
12-10-79

Real Property Agreement Recorded November 9, 1971 at 4:13 P. M., #13274

R.P.A.  
FOR SATISFACTION TO THIS MORTGAGE SEE  
SATISFACTION BOOK 11 PAGE 301

SATISFIED AND CANCELLED OF RECORD  
20 25 DAY OF Oct 19 72  
Elizabeth Peadar  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 4:18 O'CLOCK P M. NO. 12420