

RECORDING FEE  
PAID \$ 1.25

VOL 932 PAGE 301

GREENVILLE S. C.  
REAL PROPERTY AGREEMENT  
DEC 23 3 58 PM '71

Return To:  
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") by or from the undersigned, jointly or severally, and until all of such loans and indebtedness have been paid in full, or until after one year 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 lot of land in Greenville County, State of South Carolina, lying and being on the Northeastern side of Miller Road and containing .95 acres, more or less, this property being identified as Lot No. 3 on a plat of Woods Development, recorded in Plat Book GG at page 165, less a strip of land 15 feet in width which runs parallel to the old boundary line between Lot No. 3 and Lot No. 4, as shown on said plat, said strip containing .11 acres, and the remaining portion of Lot 3 herein conveyed having the following metes and bounds, to-wit: BEGINNING at an iron pin on the Northeastern side of Miller Road, at the joint front corner of Lots 2 and 3, and running thence S. 84-09 E. 303 feet to iron pin; thence N. 2-28 W. 139.7 feet; thence along the 15 foot strip N. 80-29 W. 308.1 feet; thence along Miller, 160 feet to the beginning corner.

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 Jerry D. Montgomery Thurman G. Painter (L. S.)  
 Witness Donothy D. Hore Anne B. Painter (L. S.)

Dated at: Greenville  
12-13-71  
Date

State of South Carolina  
County of Greenville

Personally appeared before me Jerry D. Montgomery who, after being duly sworn, says that he saw the within named Thurman G. Painter Jr. AND ANNE B. Painter sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Dot Stone witnesses the execution thereof.

Subscribed and sworn to before me  
this 13 day of Dec, 1971  
Orville H. Binder  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor.

Jerry D. Montgomery  
(Witness)

Real Property Agreement Recorded December 23, 1971  
at 3:59 P. M. No. 24467