

APR 27 3 59 PM '72

OLLIE FARNSWORTH  
R.M.C.

REAL PROPERTY AGREEMENT

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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 lot of land in the County of Greenville, State of South Carolina, near the City of Greenville, South Carolina, known as Lot No. 16 on plat of Forest View, made by T. C. Adams, dated February 1955, and recorded in the R.M. C. Office for Greenville County in Plat Book II at Page 105, and having according to said plat the following metes and bounds, to wit:

" Beginning at an iron pin on the southern side of Gilstrap Drive, which iron pin is situate 410.4 feet southeast of the intersection of Gilstrap Drive and Galphin Drive, and running thence along the southern side of Gilstrap Drive, N. 89-14 E. 118.7 feet to an iron pin at the joint front corner of Lots Nos. 15 and 16; thence with the line of Lot No. 15, S. 10-05 E. 131 feet to and iron pin at the joint rear corner of Lots Nos. 15 and 16; thence N. 82-08 W. 104.7 feet to an iron pin; thence N. 26-36 W. 127.9 feet to the point of beginning."

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.

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 Gail Spunter John C. Mitchell Sr. (L. S.)  
Witness Cathy Couse Marion L. Mitchell (L. S.)  
Witness Ann Vaughn

Dated at: Greenville, S.C.  
4/24/72  
Date

State of South Carolina  
County of Greenville  
Personally appeared before me Cathy Couse who, after being duly sworn, says that he saw  
the within named John C. Mitchell Sr. and Marion L. Mitchell sign, seal, and as their  
got and deed deliver the within written instrument of writing, and that deponent with Gail Spunter  
witnesses, the execution thereof.

Subscribed and sworn to before me  
this 24th day of April, 1972  
Oliver P. Kuster  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor

Real Property Agreement Recorded April 27, 1972 3:59 P. M., #29157