

JUL 26 3 48 PM '72

REAL PROPERTY AGREEMENT

ELIZABETH PHIPPS

In consideration of 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, known and designated as Lot No. 19 on plat of Apple Blossom Terrace subdivision, recorded in plat book GG page 190 of the RMC Office for Greenville County, S. C. and having according to said plat and a recent survey made by C. C. Jones, Engineer, the following metes and bounds, to-wit:

Beginning at an iron pin on the north side of Apple Drive, the joint front corner of Lots 18 & 19; thence with the north side of said street S. 88-00 W. 100 feet to an iron pin; thence with the curve of said street, the chord of which is N. 46-55 W. 35.3 feet to an iron pin on the east side of Apple Drive, thence with the east side of said street N. 2-00 W.

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 Jack T. Corbett x - William C. Arplina (S.)  
 Witness Paul O. Edley x - Sedalia Arplin (L. S.)

Dated at: Greenville  
July 26  
Date

State of South Carolina

County of Greenville

Personally appeared before me Charles Eldridge who, after being duly sworn, says that he saw the within named William C. Arplina & Sedalia Arplin sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Jack T. Corbett witnesses the execution thereof.

Subscribed and sworn to before me  
this 26 day of July, 1972  
Jane Waldrop  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor

Paul O. Edley  
(Witness sign here)

125 feet to an iron pin corner of Lot No. 23; thence with the line of said lot N. 88-0 E. 125 feet to an iron pin corner of Lot No. 18; thence with the line of said lot S. 2-00 E. 150 feet to the beginning corner.

This is a portion of the same property conveyed to grantor by Lewi W. Metcalf by deed recorded October 30, 1948 in volume 363 page 346 of the RMC Office for Greenville County, S. C. and is conveyed subject to restrictions applicable to said subdivision recorded in volume 617 page 273, and to any recorded easements or rights of way.  
Real Property Agreement Recorded July 26, 1972 at 3:48 P. M., #2501