

REC'D
4 01 PM '72
ELIZABETH RIDDLE
R.M.C.

REAL PROPERTY AGREEMENT

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 certain piece, parcel or lot of land situate, lying and being at the Western corner of the intersection of Delta Dr. and Vinson Dr. near the City of G'Ville, County of G'Ville, St. of S. C., being known and designated as Lot #14 as shown on plat of Longforest Acres, prepared by Jones Engineering Services, dated June, 1965, recorded in R.M.C. Office for G'Ville County, S. C., in Plat Bk. KKK at Pg. 5, and having according to said plat the following metes and bounds: Beginning at an iron pin on the Western side of Delta Dr. at the joint front corner of Lots #14 and 15, and running thence with a line of Lot #15 N. 58-30 W. 150 ft. to an iron pin; thence with the line of Lot # 20 N. 31-30 E. 100 ft. to an iron pin on the Southern side of Vinson Dr.; thence with the Southern side of Vinson Dr. S. 58-30 E. 130 ft. to an iron pin; thence with the curve of the intersection of Vinson Dr. and Delta Dr. the chord of which is S. 13-30 E., 28.3 ft. to an iron pin on the Western side of Delta Dr.; thence with the Western side of Delta Dr. S. 31-30 W. 80 ft. to the point of beginning. This conveyance is SUBJECT to all restrictions, easements & rights of way, if any, affecting the above described property.

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 back 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: Harmon Wood

F. Roger Bishop
LaRue T. Bishop

Witness: Betty Jo Horn

Dated at: August 16, 1972 - Greenville, S. C.

August 16, 1972
Date

(L. S.) the
grantors by
deed dated
of Williams
Builders, Inc.,
by deed dated
1-27-66.

State of South Carolina
County of Greenville

Personally appeared before me Harmon Wood who, after being duly sworn, says that he saw the within named F. Roger Bishop and LaRue T. Bishop sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Betty Horn witnesses the execution thereof.

Subscribed and sworn to before me
this 16th day of August, 1972

Patricia Ruth Jones
Notary Public, State of South Carolina

Harmon Wood
(Witness sign here)

My Commission expires at the will of the Governor
MAY 13, 1973