

9:30 a.m.

REG. FEE 1.25

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 piece, parcel or lot of land with the buildings and improvements thereon, situate on the Northwest side of Barbara Ave., near the city of Greenville, in Greenville County, State of S. C., being known and designated as Lot No. 274, of subdivision known as Cherokee Forest, according to a plat which is recorded in the RMC Office for Greenville County, S. C., in Plat Bk. EE, at Pages 60 and 61, and having the following metes and bounds, to-wit: Beginning at an iron pin on the Northwest side of Barbara Ave. at joint front corner of Lots 275 and 274 and running thence N. 47-0 W. 300 ft. to a point; thence S. 43-0 W., 100 ft. to an iron pin at joint rear corner of Lots 273 and 274; thence S. 47-0 E., 300 ft. to an iron pin on the Northwest side of Barbara Ave.; thence with Barbara Ave., N. 43-0 E., 100 ft. to an iron pin, the point of beginning. This is the same property conveyed to us by deed of Lawrence E. Pike, Jr., and Geraldine S. Pike, dated August 20, 1963, recorded in the RMC Office for Greenville County, S. C., in Deed Book 731, Page 61. The Grantees herein assume and agree to pay that mortgage given by David H. McKellar to Cameron-Brown Co. dated 8-27-63, in original amt. of \$17,200.00, recorded in the RMC Office in Mortgage Bk. 929, Page 559, on which there remains unpaid a principal balance of \$15,779.25.

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 rents 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 Patricia R. Jones
Witness Jo Ann Barton

written & sealed (L.S.) set back lines, Mrs. Dorothy I. Smith (L.S.) roadways, easements, and rights-of-way, if any affecting described property, and is also subject to a sewer easement given by us to Wade Hampton Water & Sewer Sub-District recorded in deed book 731, Page 13.

Dated at: Greenville, S. C.
Sept. 15, 1972
Date

State of South Carolina
County of Greenville

Personally appeared before me Patricia R. Jones who, after being duly sworn, says that he saw the within named William W. Smith, Mrs. Dorothy I. Smith sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Jo Ann Barton witnesses the execution thereof.

Subscribed and sworn to before me this 15th day of Sept. 1972
Lanier P. Wood
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

Patricia R. Jones (Witness sign here)

Real Property Agreement recorded Sept. 28, 1972 at 9:30 A.M. # 9613

SATISFIED AND CANCELLED OF RECORD
16th DAY OF Dec. 1987
Dennie S. Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 2:02 O'CLOCK P. M. NOV 27 1990

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 105 PAGE 1953