

JAN 2 3 54 PM '73

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 tract of land in the state of South Carolina, County of Anderson, in Williamston Township, Containing 2.06 acres, more or less, bounded on the North by a road, on the East, South, and West by other lands of Jay Chambers, and more particularly described according to plat of John C. Smith, Surveyor, dated September 24, 1960, as follows, to-wit: BEGINNING at a nail in the center of the road, the South-East corner of the tract herein described, the same being North 40-20 West 164.8 feet from an old nail, common corner of Philip Anderson and Dick Couch on the Chambers line, thence South 49-40 West 210 feet to an iron pin; thence North 44-32 West 419 feet to an iron pin; thence North 49-40 East 210 feet to a nail in the center of said road; thence with the center of said road South 47-50 East 170 feet to a nail; thence continuing with the center of said road South 42-20 East 250 feet to the Beginning point."

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 Lawrence R. Miller Charles E. Heyward (L. S.)

Witness Jessie Givens Ms. Carol C. Heyward (L. S.)

Dated at: SCN - Wade Hampton Office

12-19-72
Date

State of South Carolina

County of Greenville

Personally appeared before me Lawrence R. Miller who, after being duly sworn, says that he saw the within named Charles E. Heyward and Carol C. Heyward sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Jessie Givens witnesses the execution thereof.

Subscribed and sworn to before me this 19 day of Dec, 1972

Lawrence R. Miller
(Witness sign here)

Henry T. Baedson
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

Real Property Agreement Recorded January 2, 1973 at 3:54 P.M., # 18813