

MAY 3 3 51 PM '73

REAL PROPERTY AGREEMENT

DONNIE S. TANKERSLEY

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:

Beginning at an iron pin on the northeastern side of Newcastle Way at the joint front corner of Lots 60 and 61 and running thence along the line of Lot 60 N. 32-15 E. 171.1 feet to an iron pin in the line of Lot 62; thence along the line of Lot 62 N. 58-11 W. 104.3 feet to an iron pin on the southeastern side of Kenilworth Drive; thence along Kenilworth Drive S. 48-15 W. 152.2 feet to an iron pin at the corner of the intersection of Kenilworth Drive and Newcastle Way; thence around the corner of said intersection and following the curvature thereof, the chord being S. 4-45E. 30.3 feet to an iron pin on the northeastern side of Newcastle Way; thence along Newcastle Way S. 57-45 E. 128.4 feet to the beginning corner.

- Tha. 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 Boyce L. Benjamin W. Alva Vaughan (L. S.)  
 Witness Glenn Martin Helen E. Vaughan (L. S.)

Dated at: Greenville  
3-23-73  
 Date

State of South Carolina  
 County of Greenville

Personally appeared before me Boyce L. Benjamin (Witness) who, after being duly sworn, says that he saw the within named W. Alva Vaughan & Helen E. Vaughan (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Glenn Martin (Witness) witnesses the execution thereof.

Subscribed and sworn to before me  
 this 23 day of March, 19 73  
Wm. Waldorf  
 Notary Public, State of South Carolina  
 My Commission expires at the will of the Governor

Boyce L. Benjamin  
 (Witness sign here)

MY COMMISSION EXPIRES APRIL 4, 1982  
 50-111 Real Property Agreement Recorded May 3rd, 1973 at 3:51 P. M. #31288

SATISFIED AND CANCELLED OF RECORD  
22nd DAY OF Sept. 19 78  
Donnie S. Tankersley  
 R. M. C. FOR GREENVILLE COUNTY, S. C.  
 AT 3:24 O'CLOCK P. M. NO. 9427

FOR SATISFACTION TO THIS MORTGAGE SEE  
 SATISFACTION BOOK 61 PAGE 261