

FILED
GREENVILLE, CO. S. C.

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REAL PROPERTY AGREEMENT

AUG 23 3 47 PM '73

BANK OF CHARLESTON
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, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, Butler Township, being known and designated as Lot 10 on the western side of Azalea Court of a subdivision known as North Gardens Section 2 recorded in the R.M.C. Office for Greenville County in Plat Book EE at Page 102 and having, according to said plat, the following metes and bounds to-wit: BEGINNING at an iron pin on the western side of Azalea Court at the joint front corner of Lots 9 and 10 and running thence along the line of said lots S.79-0 W.160 feet to an iron pin at the rear of Lots 9 and 10; thence S.11-00 E.90 feet to an iron pin on the northern side of North Garden Circle; thence with North Garden Circle, N.79-0 E.135 feet to an iron pin at the intersection of North Garden Circle and Azalea Court, which line is curved, the chord of which is N.34-0 E.35.3 feet to an iron pin on the Western side of Azalea Court; thence with Azalea Court, N.11-00 W.65 feet to the point of beginning; being the same conveyed to me by J. L. & S. Co., Inc. by deed dated October 15, 1950 and recorded in the R.M.C. Office for Greenville County, in Book Vol. 563 at Page 19. In the event of default in the performance of any of the terms hereof, or if default be made in any payment of principal or interest, the undersigned hereby irrevocably and exclusively authorizes the Bank to cause a receiver to be appointed by a court of competent jurisdiction, to take possession of the 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 William C. Parker Beryl O. Smith (L. S.)

Witness Douglas E. Harris Charlotte D. Smith (L. S.)

Dated at: GREENVILLE, S. C.

8-17-73
Date

State of South Carolina
County of Greenville

Personally appeared before me William C. Parker (Witness) who, after being duly sworn, says that he saw the within named B. C. & C. H. Smith (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Douglas E. Harris (Witness) witnesses the execution thereof.

Subscribed and sworn to before me
this 17 day of Aug, 1973
Douglas E. Harris
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

William C. Parker
(Witness sign here)

50-111 MY COMMISSION EXPIRES DECEMBER 16, 1980 Real Property Agreement Recorded August 23, 1973 at 3:47 P. M., # 5650

SATISFIED AND CANCELLED OF RECORD
28 DAY OF Aug 1980
Dannie S. Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 9:33 O'CLOCK A M. NO. 6108

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 71 PAGE 1105