

FILED  
 STATE OF SOUTH CAROLINA GREENVILLE CO. S. C.  
 COUNTY OF GREENVILLE ) 1978 ) REAL ESTATE PROPERTY AGREEMENT

EDDIE S. TAYLOR  
 R.M.C.

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 (21) 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 in Greenville Township, County of Greenville, State of South Carolina, and in School District 6E, being known and designated as the northwestern portion of Lot No. 39 of a subdivision of the property of J. Rowley Yown as shown on a plat thereof recorded in the R.M.C. Office for Greenville County in Plat Book "J", pages 258 and 259, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the southeast corner of the intersection of the Easley Bridge Road and Julian Avenue and running thence along the southeast side of Easley Bridge Road N. 60-00 E. 90 feet to an iron pin on said lot; thence S. 30-55 E. 100 feet to an iron pin at the corner of a lot heretofore conveyed to Horace Smith; thence along the line of said lot S. 60-00 W. 90 feet to an iron pin at the corner of said lot on Julian Avenue; thence along the line of said Julian Avenue N. 31-00 E. 100 feet to the beginning corner.

Also all of the right, title and interest of Margaret A. Coleman in and to a certain right-of-way for placing and maintaining a water line running across a portion of the original Lot No. 39, as conveyed to T. R. Hairston in deed from H. L. Baumgardner recorded in Deed Book 340, page 341.

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.