

JUL 23 3 40 PM '74 VOL 1003 PAGE 476
DONNIE S. TANKERSLEY
REAL PROPERTY AGREEMENT

RECORDING FEE
PAID \$ 1.25

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, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Anderson, in the Piedmont Manufacturing Company Village, in or near the Town of Piedmont, and being more particularly described as Lot 61, Section 1, as shown on a plat entitled "Property of Piedmont Manufacturing Company, Anderson County", made by Dalton & Neves, dated February, 1950; Sections 1 and 2 of said plat are recorded in the office of the Clerk of Court for Anderson County, S.C., in Plat Book 23, at pages 174-177, inclusive, respectively. According to said plat the within described lot is also known as #26 Transylvania Street, and fronting thereon 85 feet. Being the same premises conveyed to the mortgagor by deed of Inez B. Hall to be recorded.

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 Ruth T. Crain Billy Joe Culbertson (L. S.)
Witness Martha B. Durham wife - Lou R. Culbertson (L. S.)

Dated at: Greenville, S. C.

July 17, 1974
Date

State of South Carolina
County of Greenville

Personally appeared before me Ruth T. Crain who, after being duly sworn, says that he saw
(Witness)
the within named Billy Joe Culbertson and Toni R. Culbertson sign, seal, and as their
(Borrowers)
act and deed deliver the within written instrument of writing, and that deponent with Martha B. Durham
(Witness)
witnesses the execution thereof.

Subscribed and sworn to before me
this 17th day of July, 1974
David Shuler
Notary Public, State of South Carolina
My Commission expires XXXXXX XXXXXX
10-24-83

Ruth T. Crain
(Witness sign here)