

FILED
GREENVILLE CO. S. C.

AUG 6 3 20 PM '74 REAL PROPERTY AGREEMENT

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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:

All that piece, parcel or lot of land lying, being and situate in the County and State aforesaid, Fairview Township and in the Town of Fountain Inn, known and designated as Lot No. 6 on a Plat of the W. Shell Thackston property prepared by W. P. Morrow, Registered Surveyor, June 1952, and having according to said plat the following metes and bounds, to-wit: Beginning at an iron pin in the eastern edge of a New Street, joint front corner with Lot No. 7 on said New Street, running thence with the joint line of Lot No. 7N. 25-42 E. 165 feet to an iron pin, back joint corner with Lots Nos. 7 & 5, as shown on said plat; thence with joint line of Lot No. 5 N. 73-45 W. 150 feet to an iron pin, joint front corner with Lot No. 5 on Jones Mill Road or Quillen Avenue; thence with said Road or Avenue S. 17-55 W. 80 feet to an iron pin, intersection of New Street with said Jones Mill Road or Quillen Avenue; thence with New Street S. 39-45 E. 150 feet to an iron pin, the beginning corner and bounded by Lots Nos. 7 & 5 as shown on said

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 Kerry S. Bull

X Hoyt S. Mabley (L. S.)

Witness Dorothy S. Stone

(L. S.)

Dated at: Greenville, S.C.

7-31-74

Date

State of South Carolina

County of Greenville Dorothy S. Stone

Personally appeared before me Kerry S. Bull who, after being duly sworn, says that he saw

(Witness)

the within named Hoyt S. Mabley sign, seal, and as their

(Borrowers)

act and deed deliver the within written instrument of writing, and that deponent with Dorothy S. Stone/Kerry S. Bull

(Witness)

witnesses the execution thereof.

Subscribed and sworn to before me

this 31 day of July, 1974

Anthony M. Wheeler
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

Dorothy S. Stone
(Witness sign here)

(CONTINUED ON NEXT PAGE)