

FILED  
GREENVILLE CO. S. C.  
SEP 17 3 12 PM '75  
DONNIE S. TANKERSLEY

REAL PROPERTY AGREEMENT

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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:

Melvin C. McClellion and Betty P. McClellion, their heirs and assigns: ALL that piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, known and designated as 2.14 Acres, and being designated as Lot 2 on revised Plat of property of R. C. Ayers, Section No. 2, made by C. O. Riddle, dated February 27, 1961, and recorded in the R.M.C. Office for Greenville County in Plat Book WV, Page 47, and having, according to said Plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of S. C. Highway 14, at the corner of Lot No. 1 and running thence along the line of Lot No. 1, N. 83-39 E., 527.7 ft. to an iron pin in the line of the Joe Maxwell Estate; thence S. 9-20 E., 175 ft. to an iron pin at the rear corner of Lot 3; thence with said lot, S. 83-38 W., 537.9 ft. to a point in the center of said Highway; thence with the center of said Highway N. 6-00 W. 175 ft. to the point of beginning.

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.

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 Francis A. Jolly Melvin C. McClellion (L. S.)  
Witness Clarkin M. Grant Betty P. McClellion (L. S.)

Dated at: SCN Bank  
9-9-75  
Date

State of South Carolina  
County of GREENVILLE

Personally appeared before me Francis A. Jolly who, after being duly sworn, says that he saw the within named Melvin C. AND BETTY P. McClellion sign, seal, and as they act and deed deliver the within written instrument of writing, and that deponent with Clarkin M. Grant witnesses the execution thereof.

Subscribed and sworn to before me  
this 9 day of SEPT., 1975  
Lawrence R. Miller  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor  
1-16-83

Francis A. Jolly  
(Witness sign here)

RECORDED SEP 17 '75 At 3:11 P.M. # 7294

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