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GREENVILLE CO. S. C.

7572 MAY 25 3 17 PM REAL PROPERTY AGREEMENT

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Greenville, S. 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 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 tract of land in the State of South Carolina, County of Pickens, on the North side of Saco-Lowell Road, containing Three and seventy-two hundredths (3.72) acres, more or less, more fully described as follows according to plat of John C. Smith, Surveyor, dated June 26, 1973: Beginning at spike in the center of Saco-Lowell Road, the Southwest corner of the tract herein conveyed: running thence North 33-00 West 115 feet to iron pin; thence running North 05-00 East 401.3 feet along a County road to iron pin; thence leaving the County road and running along line of lands of Claude Lesley North 68-00 East 279.2 feet to iron pin (old); running thence along line of lands of Saco-Lowell Shops as follows: South 11-58 East 114.3 feet to iron pin (old); South 12-00 East 329.5 feet to nail in cap in center of Saco-Lowell Road; thence with center of said road as follows; South 76-53 West 200 feet to nail in cap; South 79-55 West over

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 Lillie R. Sullivan Olin L. Benjamin, Jr. (L. S.)  
Witness John F. Parrott Sara S. Benjamin (L. S.)

Dated at: Greenville, S. C.  
May 19, 1976  
Date

State of South Carolina  
County of Greenville

Personally appeared before me Lillie R. Sullivan (Witness) who, after being duly sworn, says that he saw the within named Olin L. Benjamin, Jr. and Sara S. Benjamin (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with John F. Parrott (Witness) witnesses the execution thereof.

Subscribed and sworn to before me  
this 19th day of May, 1976  
Mervin B. Durham  
Notary Public, State of South Carolina  
My Commission expires NOVEMBER 2-2-82

Scarlett P. Ruby (Witness sign here)  
Mrs. Lillie R. Sullivan

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