

AUG 16 2 59 PM '76  
DONNIE S. TANKERSLEY  
DONNIE S. TANKERSLEY R.M.C.

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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 twentyone 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:

An undivided one-half interest in and to all that certain piece, parcel and lot of land with all improvements thereon in Paris Mountain Township, Greenville County, State of South Carolina, located on Merrilat Avenue between Callahan and Earnshaw Avenues in Sans Souci Heights, a subdivision on the New Buncombe Road, about four miles north of the City of Greenville, said lot being known as Lot #73 on plat of said property recorded in the RMC Office for Greenville County, South Carolina in Plat Book AA, Page 59, which plat is hereby referred to and made a part hereof and this being the same property conveyed to James Hampton Stiller by deed of Robert Grady Coleman, deed recorded in Greenville County RMC Office in Deed Book 468 at Page 110.

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: Clarkie M. Grant James H. Stiller (L. S.)

Witness: Francis J. Jolly Haroldine E. Stiller (L. S.)

Dated at: San Bank  
Aug. 5, 1976  
Date

State of South Carolina

County of Greenville

Personally appeared before me Clarkie M. Grant who, after being duly sworn, says that he saw the within named JAMES H. STILLER HAROLDINE E. STILLER sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Francis J. Jolly witnesses the execution thereof.

Subscribed and sworn to before me  
this 5 day of August, 1976  
Laurence R. Miller  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor 1-16-83

Clarkie M. Grant  
(Witness sign here)

RECORDED AUG 16 '76 At 2:59 P.M.

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