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GREENVILLE CO. S. C.

APR 23 3 05 PM '77

REAL PROPERTY AGREEMENT

Grantor's address--South Carolina National

P.O. Box 969

Greenville, S.C.

REC 1055 MAR 31 19602

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: Beginning at a point in grantor's northern line (R.P. & Pearl A. Grice) on the western side of a County hard surface road, crossing said grantor's (said Grice) property; thence in a southerly direction with said road, 225 ft. to a new corner; thence a new line of grantor's land 195 ft. in a northwesterly direction to a new corner; thence a new line 225 ft. in a northeasterly direction to the beginning and bounded on the north, south and west by other lands of the grantors (the said R.P. & Pearl A. Grice) east by said road, and being part of a 60 and 3/4 acres conveyed to R.P. & Pearl A. Grice by deed of Grover C. Beddingfield, recorded in Deed Book 309, page 245, in the RMC Office for Greenville County, South Carolina. This is the same property conveyed to the grantors by deed from James D. Bates dated July 24th, 1965, and recorded in the RMC office for Greenville County, in Deed Book 780, at page 251.

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 John P. Mullins

James A. Merrell (L. S.)

Witness Ruth Lynch

Carolyn S. Merrell (L. S.)

Dated at: Greenville

4-26-77  
Date

State of South Carolina

County of Greenville

Personally appeared before me John P. Mullins, Jr. who, after being duly sworn, says that he saw the within named James A. & Carolyn S. Merrell sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Ruth Lynch witnesses the execution thereof.

Subscribed and sworn to before me this 24 day of April, 1977

Shirley C. Decker  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor

John P. Mullins, Jr.  
(Notary to sign here)

12-10-79

Recorded April 29, 1977 at 3:05 P/M

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