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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:

Beginning on an iron pin on Westchester Road which point is common corner of Lot No. 26 and 25; thence along Westchester Road N11-1/4E 95 feet to an iron pin; thence N53-3/4E 37.25 feet; thence S34-35E 30 feet; thence S42-1/2E 30.7 feet to an iron pin at common corner of Lot No. 24; thence along line of Lot No. 24 S0-17W 97.1 feet; thence N35-36W 100.10 feet to the point of Beginning, and being bounded on the north by Westchester Court, bounded on the east by Lot No. 24, on the South by Lot No. 26, and on the west by Westchester Road.

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.

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Witness Clodia P. Cook Robert Eugene Kimbrough (L. S.)

Witness Louis B. Butler Jean D. Kimbrough (L. S.)

Dated at: Greenville, S.C.

May 13, 1977
Date

State of South Carolina

County of Greenville

Personally appeared before me Louis B. Butler who, after being duly sworn, says that he saw the within named Robert Eugene Kimbrough and Jean D. Kimbrough, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Clodia P. Cook witnesses the execution thereof.

Subscribed and sworn to before me

this 13 day of May, 1977

Notary C. Wilborne

Notary Public, State of South Carolina
My Commission expires at the will of the Governor

Recorded May 19, 1977 at 3:04 P/M

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