

MAY 27 1977
DONNIE S. TANKERSLEY
R. M. C.

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:

All that certain parcel or lot of land situate, lying and being in the State of South Carolina, Greenville County, Chick Springs Township, on the east side of South Trade Street in the City of Greer, having the following courses and distances, to-wit:

Beginning at an iron pin on the east side of South Trade Street, and runs thence N. 89-25. E. 180-.3 feet to iron pin; thence S. 17-48 E. 50 feet to a stake, corner of Lot No. 3; thence S 89-17 W 182 Feet to an iron pin on the east side of South Trade Street; thence N. 15-48 W. 50 feet to the beginning corner, being known as Lot No. 4 on plat of the W. A. Rogers Estate, which plat is recorded in the RMC Office of Greenville County.

Also, all that other parcel or lot of land adjoining that above described, having the following courses and distances:

Beginning at corner of property now or formerly belonging to Miller on the east side of South Trade Street, and runs thence with said street 50 feet to corner of lot above described; thence with the line of said lot (old Porter lot) 181.5 feet; thence 50 feet to Miller's corner; thence along the Miller line 190 feet to the beginning corner. This is the same property conveyed to the grantors herein by BASCO Coggins by deed recorded in Deed Book 300, Page 219, RMC Office For Greenville County.

This being the same property as conveyed by Guy H. Corn and Ruhama Cabaniss Corn to Donald H. Corn and recorded in the RMC Office for Greenville County in Book 854 page 235 dated October 17, 1968.

Lender: South Carolina National Bank
P. O. Box 3128
Spartanburg, SC 29304

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 [Signature] [Signature] (L. S.)
 Witness [Signature] [Signature] (L. S.)

Dated at: SPARTANBURG, S. C.
MAY 23 1977
Date

State of South Carolina
County of SPARTANBURG

Personally appeared before me A. W. Hill, Jr. who, after being duly sworn, says that he saw the within named Donald H. Corn and Linda A. Corn sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Judson D. Powers witnesses the execution thereof.

Subscribed and sworn to before me this 23 day of May 1977
[Signature]
Notary Public, State of South Carolina
My Commission Expires October 16, 1979
[Signature] (Witness sign here)

My Commission Expires Aug 31, 1986 Recorded May 27, 1977 at 11:00 A/M 32574

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