

GREENVILLE, S. C.

SEP 15 3 21 PM '77

Lender's Address: South Carolina National
P. O. Box 909
Greenville, S. C. 29602

8610

REAL PROPERTY AGREEMENT
R.M.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 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: All that piece, parcel or lot of land in Bates Twp. Greenville County, State of South, Carolina, lying on the west side of Shelton Road having the following Metes and Bounds: Beginning at an iron pin 25 feet from center line of Shelton Rd. and being 660 feet north of center of Tigerville Rd. and running thence S. 85-10 W. 175 Feet to an iron pin; thence N. 10-50 W. 100 feet to an iron pin on a right of way line of a fifty feet wide Access Rd. to Grantor's property; thence along R.O.W. N. 85-10 E. 175 feet to an iron pin on R.O.W. line of Shelton Rd.; thence S. 10-50 E. 100 feet to beginning corner. This lot is part of land conveyed to H. B. Hart by deed recorded in R.M.C. of Greenville County Vol. 56 page 391.

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. Mullis III Don L. Hart (L. S.)
 Witness Reith Lynn Juan W. Hart (L. S.)

Dated at: Greenville
Sept 8, 1977
 Date

State of South Carolina
 County of Greenville

Personally appeared before me John P. Mullis III who, after being duly sworn, says that he saw the within named Don L. or Juan W. Hart sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Reith Lynn witnesses the execution thereof.

Subscribed and sworn to before me
 this 8 day of Sept, 1977

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

John P. Mullis III
 (Witness sign here)

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 12-10-74
 RECORDED SEP 15 1977 At 3:21 P.M. 4530

Vol 1064 Page 874

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