GREENVILLE CO. S.C.

8964 3 PM '78

REAL PROPERTY AGREEMENT

In consideration of such loans and credit facilities as shall be made by or become due to THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON (hereinafter referred to as "Bank"), to or for 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, covenant and agree

1. To pay, prior to becoming delinquent, all taxes, assessments, fees 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 piece, parcel or lot of land in the Co. of Greenville, State of South Carolina, containing [illegible] acres, more or less, fronting on the western side of Annette Drive, and being shown as Lot [illegible] 24 on plat of Section 1, Pleasantburg Forest Subdivision, plat of which is recorded in the R.M.C. Office for Greenville Co. in Plat Book [illegible], page [illegible], and having according to said plat, the following metes and bounds, to wit:
Beginning at an iron pin on the [illegible] side of an [illegible] Court, joint corner of Lots 23 and 24 and running thence [illegible] 112 feet to an iron pin on the western side of Annette Drive; thence with said drive [illegible] 31.1 feet to a point at the western [illegible] of Annette Dr. and Lee Court; thence with the curve of said intersection, [illegible] feet to an iron pin on the northern side of Lee Court; thence with said Court [illegible] 33.5 feet to an iron pin, (see back)

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: Helen W. Hughes — Steven L. Anderson (L. S.)

Witness: Paula Pickel — Joyce M. Anderson (L. S.)

Dated at: Greenville, S.C.

5-3-78
Date

State of South Carolina
County of Greenville

Personally appeared before me Helen W. Hughes (Witness) who, after being duly sworn, says that he saw the within named Steven B. and Joyce M. Anderson (Mortgagors) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Paula Pickel (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 3rd day of May, 1978

Helen W. Hughes (Witness sign here)

Sharon Dunsay
Notary Public, State of South Carolina
My Commission expires at the will of the Governor
COMMISSION EXPIRES [illegible]

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