

9034

Lender's Address: South Carolina National
P. O. Box 969
Greenville, S. C. 29602

REAL PROPERTY AGREEMENT

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;
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 situate, lying and being in Greenville Township, Greenville County, S. C., at the Southwestern corner of Lenore Avenue and Earnshaw Avenue, being known and designated as Lot 138 of Sans Souci Heights Subdivision, plat of which is recorded in the R. M. C. Office for Greenville County in Book Y at page 145 and having accouring to recent survey made by James M. Besson, November 25, 1953, following metes and bounds:

Beginning at an iron pin on the southwestern corner of intersection of Lenore Avenue and Earnshaw Avenue and running thence with the southwestern side of Earnshaw Avenue S. 35-17 E. 174.6 feet to an iron pin; thence S. 53-32 W. 11.3 feet to an iron pin;

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 III
Witness Robert Decker

James C. Powell (L. S.)
Betty M. Powell (L. S.)

Dated at: Russell Branch - SCN
May 30 1978
Date

State of South Carolina
County of Greenville

Personally appeared before me John P. Mullins III who, after being duly sworn, says that he saw the within named James C. and Betty M. Powell sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Rudolph Lind witnesses the execution thereof.

Subscribed and sworn to before me
this 30 day of May, 1978
Shirley C. Decker
Notary Public, State of South Carolina
My Commission expires-at the will of the Governor
12-12-79

John P. Mullins III
(Witness sign here)

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thence S. 68-54 W. 94 feet to an iron pin rear corner of Lot 139; thence with the line of said lot N. 22-49 W. 170.9 feet to an iron pin on the southern side of Lenore Avenue; thence with the Southern side of said Avenue N. 67-11 E. 70 feet to beginning;

This being the same property conveyed to the Administrator by the Mutual Benefit Life Insurance Company's deed dated July 24, 1956, and recorded October 30, 1956, in the office of the R.M.C. for Greenville County, S. C. in Deed Book 564, at Page 269.

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