

FILED  
GREENVILLE S.C.

JUN 16 10 27 AM '78 REAL PROPERTY AGREEMENT

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DONNE 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: ALL that certain piece, parcel, or lot of land, situate, lying and being on the northern side of Lanneau Drive, in the City and County of Greenville, State of South Carolina, being shown and designated as Lot 34 on a Plat of the Estate of John T. Jenkinson, dated July 1932, recorded in the PNC Office for Greenville, County in Plat Book H, at Page 207, and having, according to said Plat, the following metes and bounds: BEGINNING at an iron pin on the northern side of Lanneau Drive, approximately 175 feet East from the northeastern corner of the intersection of Lanneau Drive with McDaniel Avenue, and running thence along the lines of Lots 1 and 2, N 21-44 E, 164.3 feet to an iron pin; thence S 79-09 E, 65.25 feet to a point at the joint rear corner of Lots 33 and 44; thence with the common line of said Lots, S 21-44 W, 169.6 feet to an iron pin on Lanneau Drive; thence with the northern side of Lanneau Drive, N 63-16 W, 65 feet to an iron pin, the point of beginning.

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

Dated at: Greenville, SC

May 23, 1978  
Date

State of South Carolina  
County of Greenville

Personally appeared before me Helen Harrison who, after being duly sworn, says that he saw the within named Charles C. Turner and Carline M. Turner sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Katherine S. Helmker witnesses the execution thereof.

Subscribed and sworn to before me

this 23 day of May, 19 78

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

[Signature]  
(Witness sign here)

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