

FILED  
GREENVILLE CO. S. C.  
# 9169 3 12 P.M.  
1978

REAL PROPERTY AGREEMENT

4328 RV.2

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

All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, containing about 13.69 acres, lying and being about four miles from the Greenville County Court House, near the Easley Bridge Road and Dunham Bridge Road, being a part of the S.T. Earle lands and having, according to a plat by C. M. Furman, Jr., the following metes and bounds, to-wit: BEGINNING at a sycamore tree on a branch and running thence N. 27-40 E. 566.5 feet to a county road; thence with said road, N. 42 W. 580 feet to another county road; thence with the last mentioned road, S. 38-17 W. 854 feet to a pin in said road; thence S. 21 E. 398.5 feet to a poplar tree; thence S. 17-30 E. 275 feet to a branch; thence with the meanders of said branch 575 feet to the beginning corner and containing 13.69 acres.

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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.

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Witness: Raulino M. Escobar Marion V. Cantrell (L.S.)  
Witness: Sandy H. Wolf Ida Nell L. Cantrell (L.S.)

Dated at: SCNB Bank (P.burg office)  
8-11-78  
Date

State of South Carolina  
County of Greenville  
Personally appeared before me Pauline M. Woodside who, after being duly sworn, says that he saw the within named Marion V. Cantrell and Ida Nell L. Cantrell sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Sandy H. Wolf witnesses the execution thereof.

Subscribed and sworn to before me  
this 11 day of August, 1978  
Lyndee E. Martin  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor

RECORDED 'AUG 18 1978 at 3:12 P.M. 5:12 P

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