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GREENVILLE CO. S.C.

NOV 25 1978

REAL PROPERTY AGREEMENT

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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 piece, parcel or lot of land, situated lying and being in the City and County of Greenville, State of S.C., being known and designated as Lot No. 4 of a subdivision known as WASHINGTON HEIGHTS SUBDIVISION, and recorded in the R.M.C. Office for Greenville Co. in Plat Book "F", at Page 54 and having, according to said plat, the following metes and bounds, to wit: Beginning ay an iron pin on Anderson St. 50 ft. Northeast of the intersection of Anderson add Lincoln St.; thence running along Anderson St. N. 43-00 E. 50 ft. to an iron pin at the corner of Lot 3; thence with the line of Lot 3 S. 47-00 E. 100 ft. to an iron pin; thence S. 43-00 W. 50 ft. to an iron pin; thence with the common line of Lots Nos. 4 and 5 N. 47-00 W. 100 ft. to an iron pin, the point of beginning.

This is that same property conveyed to the grantors herein by deed recorded in the R.M.C. Office for Greenville County in Deed Book 295, at page 69.

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 Ann Felkel Ann Felkel Nellie C. Walker (L. S.)  
 Witness Venice Page Venice Page (L. S.)

Dated at: South Carolina Nat'l Bank,  
Greenville, S.C.  
November 20, 1978  
 Date

State of South Carolina

County of Greenville

Personally appeared before me Ann Felkel who, after being duly sworn, says that he saw  
 the within named Nellie Christine Walker sign, seal, and as their  
 act and deed deliver the within written instrument of writing, and that deponent with Venice Page  
 witnesses the execution thereof.

Subscribed and sworn to before me  
 this 20 day of November, 19 78

Shelley P. Chuscoe  
 Notary Public State of South Carolina  
 My Commission expires at the will of the Governor

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MY COMMISSION EXPIRES OCTOBER 3, 1985.

RECORDED NOV 27 1978

at 2:54 P.M.

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