

9347

GREENVILLE CO. S. C.

Dec 20 3 07 PM '78

REAL PROPERTY AGREEMENT

VOL 1084 PAGE 140

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

3. The property referred to by this agreement is described as follows: All that certain piece, parcel or lot of land in Chick Springs Township, Greenville County, State of South Carolina, being known and designated as Lot No. 1 on revision of the plat of the Estate of J. H. Ballenger, made by Dalton and Neves, May, 1933, and being more particularly described as follows:

BEGINNING at an iron pin in the center of McCarter's Road, corner of a tract of 33.65 acres as shown on said plat, and running thence with line of said tract of land N. 90.00 W. 825 feet to a branch; thence along said branch S. 12-30 E. 126 feet to joint corner of Lots Nos. 1 and 2; thence along the line of Lot No. 2 N. 80-30 E. 786.8 feet to an iron pin on McCarter's Road; thence along the western side of McCarter's Road 105 feet to the point of beginning. (Continued on reverse).

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 Jersey D. Montgomery (L. S.)  
Witness Cathy Bryant (L. S.)

Dated at: Greenville  
12-12-78  
Date

South Carolina National Bank  
Greenville, S. C.  
Acting Vice President  
SON Bank  
to  
Earnest E. Black  
X X 18703

State of South Carolina  
County of Greenville

Personally appeared before me Jersey D. Montgomery (Witness) who, after being duly sworn, says that he saw the within named EARNEST E. BLACK (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with CATHY BRYANT (Witness) witnesses the execution thereof.

Subscribed and sworn to before me  
this 12 day of Dec., 1978  
Linda S. Fullington  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor  
MY COMMISSION EXPIRES MAY 23, 1983

Jersey D. Montgomery  
(Witness/sign here)  
(CONTINUED ON NEXT PAGE)