

9368  
GREENVILLE CO. S. C.  
JAN 11 3 25 PM '77  
DONNIE S. TANKERSLEY  
R.M.C.

REAL PROPERTY AGREEMENT

VOL 1085 PAGE 257

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 piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, shown as 5.23 acres on plat by C. O. Riddle, entitled Property of J. M. King, dated December 29, 1976, and having according to said survey, the following courses and distances:

BEGINNING at an iron pin in the center of Davis Road at the joint front corner of property now or formerly owned by Edward R. and Linda D. McCullough and running thence with said line, N. 60-01 E. 512.9 feet to an iron pin in line of property now or formerly owned by Pellam L. Ross; thence with said Ross line, S. 81-23 E. 104.3 feet to an iron pin in line of property now or formerly owned by Henry P. Willimon; thence with said

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.

GC10  
JAN 11 1977  
141  
1.501

Witness James E. Hays William R. Dahn (L. S.)  
 Witness Dorothy D. Stone Linda K. Dahn (L. S.)

Dated at: Greenville  
 \_\_\_\_\_  
 Date

State of South Carolina  
 County of Greenville  
 Personally appeared before me James E. Hays who, after being duly sworn, says that he saw  
 the within named Donnie S. Tankersley Linda K. Dahn sign, seal, and as their  
 act and deed deliver the within written instrument of writing, and that deponent with Dorothy D. Stone  
 witnesses the execution thereof.  
 (Witness)  
 (Borrowers)  
 (Witness)

Subscribed and sworn to before me  
 this 5th day of January, 1977  
James E. Hays  
 Notary Public, State of South Carolina  
 My Commission expires at the will of the Governor

50-111 MY COMMISSION EXPIRES NOVEMBER 21, 1985

0257

4328 RV-2