GREENVILLE CO. S. C.
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OCT 30 2 58 PM '80
DONNIE S. TANKERSLEY
R.M.C.

#10164

REAL PROPERTY AGREEMENT

BOOK 1136 PAGE 479

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: William A. Boggs and Barbara G. Boggs, their heirs and assigns:

ALL that lot of land lying in the State of South Carolina, County of Greenville, in the Town of Fountain Inn, being known and designated as all of Lot 1 and a portion of Lot 2, as shown on a Plat of a Subdivision of property of J. W. Givens, dated March 10, 1910, recorded in Plat Book E, Pages 280 and 281, and having, according to said Plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the intersection of North Main Street and Georgia Road, and

(continued on back)

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 Frances A. Jolly — William A. Boggs (L. S.)
Witness Jane A. Hawkins — Barbara G. Boggs (L. S.)
Wife

Dated at: Downtown Office of SCNB
October 23, 1980
Date

State of South Carolina
County of Greenville

Personally appeared before me Frances A. Jolly (Witness) who, after being duly sworn, says that he saw the within named William A. Boggs and Barbara G. Boggs (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Jane A. Hawkins (Witness) witnesses the execution thereof.

Subscribed and sworn to before me
this 23 day of October, 1980

Frances A. Jolly
(Witness sign here)

B. Rapp Kirby
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

50-111 MY COMMISSION EXPIRES FEBRUARY 2, 1983

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