

Lender's Address: South Carolina National  
P.O. Box 969  
Greenville, S. C. 29602

GREENVILLE  
MAR 17 2 51 PM '81  
F. CO. S. C. REAL PROPERTY AGREEMENT

BOOK 1144 PAGE 501

In consideration of such loans and indebtedness as shall be made by or become due to THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON, or its assigns, 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, with the buildings and improvements thereon, situate, lying and being near the City of Greenville, in the County of Greenville, State of South Carolina, being known and designated as Lot # 25 of New Furman Heights, plat of which is recorded in Plat Book 58, page 75, and having according to said plat, the following metes and bounds to-wit; Beginning at an iron pin on the southern side of Ruby Drive, joint front corners of Lots 24 and 25, and running thence along said lot S. 7-23 W 150 feet to an iron pin, and running thence N. 82-37 W. 80 feet to an iron pin, joint rear corners of lots 25 & 26; and running thence along joint lines of said Lots N. 7-23 E. 150 feet to an iron pin on the southern side of Ruby Drive; running thence along the southern side of Ruby Drive S. 82-37 E. 80 feet to an iron pin, point of beginning. This being the same property conveyed to Furman T. Finch by Deed recorded in Deed Book 756, page 204, recorded August 25, 1964.

This Deed is made subject to any restrictions & easements that appear of record, on the recorded plat. 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 agree 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 or name 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 Tom Dan

Tommy M. Brown Jr. (S.)

Witness Donna D. Brewer

Rebecca Ann Brewer (S.)

Dated at: Greenville

3/12/81  
Date

State of South Carolina

County of Greenville

Personally appeared before me Tom Dan (Witness)

who, after being duly sworn, says that he saw

the within named Tommy M. Brown Jr. + Rebecca Ann Brewer (Borrowers)

sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with Donna Brewer (Witness)

witnesses the execution thereof.

Subscribed and sworn to before me

this 12 day of March, 1981

Tom Dan  
(Witness sign here)

Richard C. DeShazo  
Notary Public, State of South Carolina

My Commission expires at the will of the Governor

RECORDED MAR 17 1981 at 2:51 P.M.