



REAL PROPERTY AGREEMENT

VOL 1171 PAGE 416

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 certain piece, parcel, or lot of land, situate, lying, and being in the County of Greenville, State of SC, and being known and designated as lot 50, Hazelwood, Section No. 3, according to a plat prepared of said subdivision by Dalton & Neves Engineers, October, 1973, and which said plat is recorded in the R.M.C. Office of Greenville County, S. C., in Deed book 5-D, at Page 26, and according to said plat having the following courses and distances, to-wit: Beginning at a point on the edge of Mellyn St., joint front corner with Lot 51 and running thence with the common line with said lot, N.59-27 W. 261.7 feet to a point in the line with Lot 55; thence running with the common line with lots 55 and 56, N. 30-50E. 190 feet to a point, joint rear corner with Lot 49; thence running with the common line with Lot 49, S.51-19 E. 285 feet to a point on the edge of Mellyn St; thence running with the edge of said st. S. 38-11 W. 151.2 ft. to a point on the edge of said st. 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 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.
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 signs: Lynn E. Martin, Jerry R. Stone, Anne H. Jones, Carol Stone

Dated at: 7-30-82 Date

State of South Carolina County of Greenville Personally appeared before me Lynn E. Martin who, after being duly sworn, says that he saw the within named Jerry R & Carol Stone sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Anne H. Jones witnesses the execution thereof.

Subscribed and sworn to before me this 30th day of July, 1982 Lynn E. Martin (Witness sign here) Notary Public, State of South Carolina My Commission expires at the will of the Governor

RECORDED AUG 3 1982 at 4:00 P.M.

CC10 AU 3 82

046

000

4328 RV-2