

FILED  
APR 30 1982  
Donnie S. Tankersley  
RMC

REAL PROPERTY AGREEMENT

VOL 1166 PAGE 206  
BOOK 82 PAGE 1610

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, which ever 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 with the buildings and improvements thereon lying and being on the southeasterly side of Valerie Drive, near the City of Greenville, S. C., being known and designated as Lot No. 14 on plat entitled "Map #2 Liberty Park" as recorded in the RMC Office for Greenville County, S. C., in Plat Book MM, Page 39 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeasterly side of Valerie Drive, said pin being the joint front corner of Lots 13 and 14 and running thence with the common line of said Lots S. 52-33 E. 147 feet to an iron pin, the joint rear corner of Lots 13 and 14; thence N. 37-24 E. 140 feet to an iron pin, the joint rear corner of Lots 14 and 15; (over)

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.

OCTO 1 1982

Witness Kathy A. Morris

Joe E. Buckner (a.s.)

Witness Wm. Heyward Johnston

Winnie E. Buckner (a.s.)

Dated at: Greenville, S. C.

The debt hereby secured is paid in full and lien of this instrument is satisfied.

4-27-82  
Date

this 18<sup>th</sup> day of October 1982

State of South Carolina

THE SOUTH CAROLINA NATIONAL BANK  
Greenville, S. C.

County of Greenville 13196  
Personally appeared before me Kathy A. Morris  
(Witness)

By Sharon L. Johnson  
Assistant Cashier

the within named Joseph Earl Buckner, Jr. and Winnie E. Buckner  
(Borrowers) who, after being duly sworn, says that he saw

act and deed deliver the within written instrument of writing, and that deponent with Wm. Heyward Johnston  
(Witness)

witnesses the execution thereof.

Subscribed and sworn to before me  
this 27<sup>th</sup> day of April, 1982

Kathy A. Morris  
(Witness sign here)

Sharon L. Johnson  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor

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MY COMMISSION EXPIRES AUGUST 21, 1986  
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