

JUL 31 3 56 PM '72

ELIZABETH RIDDLE

REAL PROPERTY AGREEMENT

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 piece, parcel or lot of land, lying and being on the West side of Holmes Drive, in the City of Greenville, County of Greenville, State of S. C., being known and designated as Lot 74 of White Oak Subdivision of the Northside Development Co. and having according to a plat prepared by J. D. Pellett, Jr. under date of August 1946, and recorded in the RMC Office for Greenville County, S. C. in Plat Book P at page 121, the following metes and bounds, to-wit: Beginning at an iron pin on the West side of Holmes Drive, joint corner of Lots 73 & 74 and running thence along the joint line of said lots, S 80-04 W. 140 ft. to an iron pin in the Eastern line of Lot 75; thence with the line of that lot, S. 15-14 W 69 ft to an iron pin on the Northern side of Stone Lake Rd; thence with the line of that road, S 77-20 E 167.2 ft. to an iron pin at the corner of Stone Lake Rd and Holmes Dr. thence along the line of Holmes Dr. N 4-56 W 101 ft. to the beginning corner. (Property formerly in name of Ford and Kathryn McKinney, now in name of Kathryn H. Lockaby, now by marriage and William D. Lockaby)

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, or 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: AFREDA GANTT (L. S.) Kathryn H. Lockaby (L. S.)
Witness: Linda Rudd (L. S.) William D. Lockaby (L. S.)

Dated at: Greenville, S.C.
7-21-72
Date

State of South Carolina
County of Greenville
Personally appeared before me AFREDA GANTT who, after being duly sworn, says that he saw the within named KATHRYN H. WILSON (Borrowers) Lockaby sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Linda Rudd (Witness) witnesses the execution thereof.

Subscribed and sworn to before me
this 21 day of July, 1972.
Amford Harris (Notary Public, State of South Carolina) My Commission Expires Dec. 16, 1980
AFREDA GANTT (Witness sign here)

Real Property Agreement Recorded July 31, 1972 at 3:56 P. M., # 3027