REAL PROPERTY AGREEMENT BOOK 1134 PAGE 37 75 2004

FILED SEP 23 1980 Register of Deeds Greenville, S. C.

[illegible]

1. Today, [illegible] additional, all taxes, [illegible] and charges of every kind imposed or levied upon the real property described [illegible]

[illegible] to refrain from exercising or permitting any [illegible] other encumbrance (other than those previously established of record, and from transferring, selling, mortgaging or in any manner disposing of, the real property described below, or any interest therein or any leases, rents or funds held under escrow account relating to said property; and

3. The property referred to by this agreement is described as follows:

All that certain piece, parcel or lot of land on the East Side of Fourth Avenue in Section No.2 of Judson Mills Village , in the County of Greenville, State of South Carolina, being known and designated as Lot No. 28 as shown on a plat of Section No. 2 of Judson Mills Village made by Dalton & Neves , Engineers, in November, 1939, which plat is recorded in the RMC Office for Greenville County in Plat Book K at page 25, and having, according to said plat, the following metes and bounds, to-wit:

(cont)

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 other [illegible] signed by the undersigned, the undersigned hereby [illegible] the [illegible] and [illegible] to the [illegible] and agrees that any [illegible] or jurisdiction may, at the option of [illegible], appoint a receiver of the [illegible] property, with full authority to take possession thereof and sell the same and pay the proceeds thereof 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 [illegible] be not paid to Bank when due, Bank, at its election, may declare the entire outstanding principal and interest of any obligation or liability then owing or owed to Bank to be due and payable forthwith.

5. That the Bank may and is hereby authorized and permitted to [illegible] at such time and in such place as Bank, in its discretion, may elect.

6. Upon payment of all liabilities of the undersigned to Bank this agreement shall be and become null and of no effect, and until then it shall [illegible] of 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 authorized agent of Bank shall be prima facie evidence to [illegible] and conclusive evidence of the validity, effectiveness and continuing force of this agreement, and any person may and is hereby authorized to rely thereon.

Witness: Lucy Fitts — Judy A. Batson (L.S.)

Witness: Ruth R. Towe — William H. Batson (L.S.)

Executed at: Taylors, S.C.

Sept. 19, 1980

Date

Paid in Full and Satisfied. COCO this OCT 09 1981

Bank of Greenville (N. H. B.) Taylor, S. C.

By: Lucy Fitts

Witness: Ruth R. Towe

FILED OCT 23 1981 Terrie S. Ingram Ruth Towe

State of South Carolina

County of

Personally appeared before me Judy A. Batson and William H. Batson (Partners) the within named [illegible] and as their act and deed deliver the within written instrument of writing, and that [illegible] with [illegible] (Witness) [illegible] the execution thereof.

Sworn to and subscribed before me this 19 day of Sept. 1980.

Lucy Fitts

Notary Public, State of South Carolina

My Commission expires

My Commission Expires May 22, 1987

Ruth R. Towe (Witness also sign here)

[illegible]

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