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FILED GREENVILLE CO. S. C.

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*Browder*

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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 twentyone 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: Beginning at an iron pin on the Northern side of Fairfiled Drive at joint front corner of Lots 73 & 74 and running thence along said Drive, N. 78-44W 100 feet to an iron pin; thence along the joint line of lots 72 and 73, N. 11-16 E 161.9 feet to an iron pin; thence S. 80-39 E. 100.05 feet to an iron pin; thence along joint line of Lots 73 and 74 S. 11-16 W. 165.2 feet to the point of beginning. This being the same property conveyed to the Grantors by deed of Levis L. Gilstrap dated June 7, 1967 and recorded in the Greenville County R.M.C. Office in Deed book 821 at page 258.

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.

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Witness Frances A. Jolly Richard W. Browder (L. S.)

Witness Donna M. Fullis Carole D. Browder (L. S.)

Dated at: Greenville, South Carolina

his 9th day of May 1984

5/11/79  
Date

THE SOUTH CAROLINA NATIONAL BANK  
Greenville, S. C.

State of South Carolina

By Geo. H. Owen  
Mgt. Assoc. Secy

County of Greenville

Witness Evelyn Nease  
who, after being duly sworn, says that he saw

Personally appeared before me Frances A. Jolly (Witness)

the within named Richard W. and Carole D. Browder (Borrowers)

Donna M. Fullis (Witness)

act and deed deliver the within written instrument of writing, and that deponent with witnesses the execution thereof.

Subscribed and sworn to before me  
this 11 day of May, 19 79

Charles D. Will  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor

RECORDED MAY 25 1979  
at 3:10 P.M.

JUL 26 1984  
GREENVILLE  
MAY 25 1979  
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