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GREENVILLE, CO. S. C.

AUG 6 4 06 PM '73

DONNIE S. TANKERSLEY

REAL PROPERTY AGREEMENT

VOL 981 PAGE 219

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 and Tract of "and and being in Greenville County South Carolina in Cleveland Township on Gap Creek . Beginning at an iron Pin in th old Road at Spring Branch running thence S. 37.00 W 363 feet to Nail in Gap in Gap Creek Rd, thence down McCall line S 37-00 E 438 Feet to an Iron Pin thence doen meandering of Gap Creek S. 38-02 W. 319.6 to an iron pin O thence up Bell line N. 37-30- W. 590.02 fett to Iron Pin Wampole Corner thence N. 75-51 E. 208.6 fett to an Old Stone and Moody Corner Thence up Bell Linw N. 59-30-W 1206 Feet to Old Hickory #X (old Mark) thence N. 75.51 E. 208.6 Feet thence along to Nail in Gap in Gap Creek Road thence S. 72.55 W. 205 Feet to Iron Pin in Old Road thence S. 39 -47 W 64 feet atill in Old Road still in old Road to the beginning corner.

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.

Witness Frank C. Wetmore & Danny B. Harden (L. S.)  
Witness [Signature] & Malissa M. Harden (L. S.)

Dated at: Greenville  
Aug. 1, 1973  
Date

State of South Carolina  
County of Greenville  
Personally appeared before me Frank C. Wetmore who, after being duly sworn, says that he saw the within named Danny B. Harden and Malissa M. Harden sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with J. E. Hano witnesses the execution thereof.

Subscribed and sworn to before me this 1 day of Aug., 1973  
Frank C. Wetmore  
(Witness sign here)

[Signature]  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor  
12-10-79

50-111 Real Property Agreement Recorded August 6, 1973 #5086 at 4:06 P. M., # 3878

~~SATISFIED AND CANCELLED OF RECORD~~  
~~DAY OF June 19 93~~  
~~Donnie S. Tankersley~~  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 2:00 O'CLOCK 15 M. NO. 353

~~Cancelled in Error~~  
~~FOR SATISFACTION TO THIS MORTGAGE SEE~~  
~~SATISFACTION BOOK 141 PAGE~~