

GREENVILLE
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DEPARTMENT OF REVENUE
REG.

REAL PROPERTY AGREEMENT

VOL 985 PAGE 858

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: **Beginning at an iron pin in middle of old State road at Blackwell's Line thence S41-05E 250 feet to an iron pin in gully thence N81-56E 1008 ft to iron pin on top of hill thence N 57-17-E 697 feet to center of creek thence N18-40-W 246 feet up said creek thence N58-24W 15.6 feet up said creek thence N20-12W 111 feet to mouth of Ditch in said creek thence S7630W 882 feet to iron pin at edge of field thence N86-30 W 615 feet to iron pin in middle of road thence S1-30 W 588.9 ft to beginning corner containing twenty five and twenty hundredeth (25.20) acres more or less.**

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 W.L. Henderson Mrs. B.F. Lee (L.S.)
 Witness Sandra C. Payne Mrs. Carolyn C. Sprouse (S.)
Mrs. Betty C. Smith
Don F. Corbin
Stephen D. Corbin

Dated at: Greenville
Oct. 5, 1973
Date

State of South Carolina
County of Greenville

Personally appeared before me W.L. Henderson who, after being duly sworn, says that he saw the within named Mrs. B.F. Lee, Mrs. Carolyn C. Sprouse, Mrs. Betty C. Smith sign, seal, and as their Don F. Corbin and Stephen D. Corbin act and deed deliver the within written instrument of writing, and that deponent with Sandra C. Payne (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 5 day of Oct., 19 73

Shirley C. Decker
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

W.L. Henderson
(Witness sign here)

12-10-79 Real Property Agreement Recorded October 11, 1973 at 3:37 P. M. # 10230