

RECORDING FEES  
PAID \$ 125  
REAL PROPERTY AGREEMENT

VOL 890 PAGE 406  
Return To:  
South Carolina National Bank  
Greenville, S. C.

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 at the southeast corner of the intersection of North Main Street Extension and Fairview Avenue, and running thence along the south side of Fairview Avenue, S. 66-30 E. 190 feet to an iron pin; thence S. 14-47 W. 85 feet to an iron pin at the rear corner of Lot No. 3; thence along the line of said Lot No. 3, N. 66-30 W. 190 feet to an iron pin at the corner of said lot on the east side of North Main Street Extension; thence along the east side of North Main Street Extension N. 14-47 E. 85 feet to the beginning corner; being the same lot of land conveyed to me by Ella B. Ward by deed dated August 2nd, 1952 and recorded in the R. M. C. Office for Greenville County in Deed Volume 460 at page 269.

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 G. W. McManaway (L. S.)  
 Witness Barbara Davis Louise J. McManaway (L. S.)

Dated at: Greenville  
5-5-70  
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 G. W. McManaway and Louise J. McManaway sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Barbara Davis witnesses the execution thereof.

Subscribed and sworn to before me this 19 day of May, 1970 W. L. Henderson (Witness sign here)

Hazel P. Wilbanks  
Notary Public, State of South Carolina My Commission Expires 1/1/1971  
My Commission expires at the will of the Governor

Recorded May 25th, 1970 at 3:47 P.M. #25767

50-111

SATISFIED AND CANCELLED OF RECORD

16 DAY OF Jan 1972  
Mannie L. Hankins

R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 9:30 O'CLOCK A M. NO. 3375

FOR SATISFACTION TO THIS MORTGAGE SEE

SATISFACTION BOOK 128 PAGE 1210