

FILED  
GREENVILLE, CO.  
OCT 25 3 31 PM '73  
ANNIE S. TANKERSLEY  
R.M.C.

REAL PROPERTY AGREEMENT

VOL 987 PAGE 4

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: land, with all improvements thereon, or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville lying northeast of the White Horse Road, located on the northern side of Cherrylane drive, and having according to a survey prepared for Edmund E. Ware, Jr. and addie lou Ware by J. C. Hill, L.S., dated March 5, 1958, the following metes and bounds, to-wit: "Beginning at a point on the northern side of Cherrylane Drive, at the corner of the line of property now or formerly owned by G. D. Everhardt, which point lies 190 feet northeast of the intersection of Cherrylane Drive and White Horse Road, and running thence N. 24-15 W. 224 feet to an iron pin in line with property now or formerly known as Smoak property; thence with Smoak's line, N. 57-51 E. 160 feet to an iron pin; thence S. 24-15 E. 224 feet to an iron pin on the northern side of Cherrylane Drive; thence with said drive, S. 57-51 W. 160 feet to the beginning corner; being a portion of the same property conveyed to the mortgagors by E. E. Ware by deed dated January 28, 1960 and recorded in the R. M. C. office for Greenville County in Deed Vol. 987 at page 221. All that certain piece, parcel or lot of

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 Jerry Montgomery E. E. Ware, Jr. (L. S.)  
Witness Ann D. Ware Addie C. Ware (L. S.)

Dated at: Greenville S.C.  
October 19, 1973  
Date

State of South Carolina  
County of Greenville  
Personally appeared before me Jerry Montgomery who, after being duly sworn, says that he saw the within named E. E. Ware, Jr. and Addie C. Ware sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Ann D. Ware witnesses the execution thereof.

Subscribed and sworn to before me  
this 19<sup>th</sup> day of October, 1973  
Albert D. Mauldin  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor  
MY COMMISSION EXPIRES P.C. 10, 1980

Jerry Montgomery  
(Witness sign here)  
11423  
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